



**TOWN OF GRANITE QUARRY
TOWN COUNCIL
REGULAR MEETING MINUTES
Monday, September 9, 2024 6:00 p.m.
Thursday, September 26, 2024 6:00 p.m.**

Present: Mayor Brittany Barnhardt, Mayor Pro Tem Doug Shelton, Council Member John Linker, Council Member Laurie Mack, Council Member Rich Luhrs

Staff: Town Manager/Fire Chief Jason Hord; Town Attorney Zachary Moretz; Planning, Zoning, and Subdivision Administrator Richard Flowe; Finance Director Shelly Shockley; Interim Police Chief Todd Taylor; Police Officer Osborne; Firefighter Kyles; Firefighter Quales; Firefighter Pritchard; Fire Engineer McCulloh

Call to Order: Mayor Barnhardt called the meeting to order at 5:59 p.m.

Moment of Silence: Mayor Barnhardt led a moment of silence.

Pledge of Allegiance: The Pledge of Allegiance was led by Mayor Barnhardt.

1. Approval of the Agenda

ACTION: Council Member Luhrs made a motion to approve the agenda as presented. Council Member Mack seconded the motion. The motion passed 4-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

- 1) Special Meeting July 31, 2024
- 2) Closed Session July 31, 2024 (*handout*)
- 3) Special Meeting August 6 & 8, 2024
- 4) Closed Session August 6, 2024 (*handout*)
- 5) Closed Session 1 August 8, 2024 (*handout*)
- 6) Regular Meeting August 8, 2024
- 7) Closed Session 2 August 8, 2024 (*handout*)
- 8) Closed Session August 21, 2024 (*handout*)
- 9) Special Meeting August 21 & 28, 2024
- 10) Closed Session August 28, 2024 (*handout*)

B. Departmental Reports

C. Financial Reports

D. Resolution 2024-06 Surplus Property Donation

ACTION: Council Member Luhrs made a motion to approve the consent agenda. Council Member Mack seconded the motion. The motion passed 4-0.

3. Public Comments – There were no public comments.

4. Town Manager's Update

Manager Hord shared highlights from the Town Manager's Update in the agenda packet including that the new dump truck was in service, there was a catastrophic failure with the zero-turn mower, the annual audit was conducted and completed in half a day; the auditors will present results at the October meeting. The annual pump tests for the fire department were all passed. The Police Department is continuing background checks for a new hire. The PARTF grant was awarded to the Town for Civic Park improvements; the next steps will be to follow up with Stewart for design. The DOT has reviewed the TAP project and it is being sent for design. The Civic Park Parking Lot project is underway.

Manager Hord requested to use the remainder of the dump truck funds and an additional amount from the existing budget to replace the zero-turn mower. He received Council consensus to proceed. Mayor Barnhardt explained to the audience what the TAP project was.

Manager Hord invited Chief Taylor forward for a special presentation. Chief Taylor recognized Officer Matthew Osborne for being awarded his Advanced Law Enforcement Certificate from the North Carolina Department of Justice Criminal Justice Standards Division. Officer Osborne, who has been with the Granite Quarry Police Department since 2021, has a Bachelor of Science degree in Criminal Justice.

Manager Hord introduced the following in the Fire Department: newly promoted Captain James Garris, Fire Engineer Allen Bennett, Fire Engineer Christopher Paton, Fire Engineer Jonathan McCulloh, Firefighter Connor Kyles, Firefighter Matthew Quales, and Firefighter Elijah Pritchard.

Mayor Barnhardt announced that on August 28th the Council selected Jason Hord as the Town Manager. Mayor Barnhardt conducted the ceremonial swearing-in of Manager Hord.

ACTION: Council Member Linker made a motion for a five-minute recess. Council Member Mack seconded the motion. The motion passed with all in favor.

The Council recessed at 6:28 p.m.

Mayor Barnhardt called the meeting back to order at 6:33 p.m.

5. Guest Presentation

Tobacco-Free Parks

Amy Smith of the Rowan County Health Department made a presentation and requested that Granite Quarry adopt a policy banning smoking, tobacco, and nicotine from town properties. She stated they could provide signs using the Town seal.

ACTION: Council Member Linker made a motion to make the parks smoking, tobacco, and nicotine-free. Council Member Mack seconded the motion. The motion passed 3-1 with Council Members Mack, Linker, and Luhrs in favor and Mayor Pro Tem Shelton opposed.

There was discussion on the motion regarding enforceability. Ms. Smith stated that once the signs are installed, they tend to empower those who utilize the parks to point out the policy.

6. Guest Presentation

Nazareth Child & Family Connection

Heather Haaland of Nazareth Child and Family Connection made a presentation about what the organization is doing and ways that Granite Quarry could partner with them in the future.

7. Guest Presentation

Rowan EDC

Kendall Henderson of Rowan EDC made a presentation on what the EDC is currently involved in and some of its different programs and strategies. Mayor Barnhardt invited the EDC to present at the next budget retreats and planning sessions.

8. Public Hearing

Farmside Way Annexation

A. Staff Summary

Mr. Flowe presented the petition for voluntary annexation of a contiguous property. The property is currently in the Town's ETJ and is zoned as Single-Family Residential-2.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 7:26 p.m.
 - There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 7:26 p.m.

C. Council Discussion and Decision

ACTION: Council Member Linker made a motion to adopt Ordinance ANNEX 2024-09-09-1 to annex Farmside Way as a contiguous property. Mayor Pro Tem Shelton seconded the motion. The motion passed 4-0.

9. Public Hearing

Annexation/ZMA Circle K

A. Staff Summary

Mr. Flowe presented the petition for voluntary annexation of a non-contiguous property in the Town's area of influence. Originally staff recommended an initial zoning designation of "Mixed Use-2" since it was the closest fit, but after a Planning Board recommendation, a new zoning designation of C-85 is being developed which will address commercial development around an interchange. The statutes provide for a 60-day window to set the zoning designation should the Council choose to take no action tonight and wait on the C-85 text amendment.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 7:35 p.m.
 - There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 7:35 p.m.

C. Council Discussion and Decision

ACTION: Council Member Linker made a motion to adopt Ordinance ANNEX 2024-09-09-2 to annex Circle K as a non-contiguous property. Mayor Pro Tem Shelton seconded the motion. The motion passed 4-0.

ACTION: Mayor Pro Tem Shelton made a motion to defer the action on ZMA 2024-09-09 until there is a chance to see the C-85 (*ordinance amendment*). Council Member Luhrs seconded the motion. The motion passed 4-0.

Old Business

None

New Business

10. Policy

Utilities Extension and Annexation

Manager Hord stated that the policy was developed to clean up wording from the SRU agreement to cover bases in relation to annexation and utilities and put a plan in place for Council to accept or reject annexations. Attorney Moretz stated sections 2 & 3 of the policy were fairly standard but asked that the

Council be sure section 1 appropriately stated the Council's desire on how to guide future annexation requests. The purpose of the policy was discussed and clarified.

ACTION: Council Member Luhrs made a motion to adopt Resolution 2024-07 to adopt the Annexation, Utility Allocation and Extension Policy as presented. Mayor Pro Tem Shelton seconded the motion. The motion passed 4-0.

11. Agreement

Economic Development Incentives - Amrep

Manager Hord stated that the agreement was modeled after Amrep's original agreement with the County. Attorney Moretz stated that he is still waiting to hear back from Beacon, but he does not anticipate any changes. Mayor Barnhardt shared the tentative plan to recess tonight's meeting to a date at least ten days from the publication of the legal advertisement for the public hearing. Thursday, September 26th was suggested.

ACTION: Council Member Linker made a motion to set a date for a public hearing to gather public input on the proposed incentive agreement for September 26, 2024 at 6:00 p.m. Council Member Luhrs seconded the motion. The motion passed 4-0.

Clerk Smith will post notice of the public hearing.

12. Training and Travel Request

Mayor Barnhardt, NC Mayors Association

Mayor Barnhardt shared the training and travel request for the NC Mayors Association.

ACTION: Council Member Linker made a motion to approve Mayor Barnhardt's request (*for travel and training at the NC Mayors Association*) as presented. Mayor Pro Tem Shelton seconded the motion. The motion passed 4-0.

13. Budget Amendment

PD Moose Lodge Donation

ACTION: Council Member Linker made a motion to approve Budget Amendment FY24-25 #1 as presented to accept the Spencer Moose Lodge's donation for the Police Department. Council Member Mack seconded the motion. The motion passed 4-0.

14. Bid Award

Street Paving Improvements Project

Manager Hord stated that bids were received and scored for the Street Paving Improvements project. The lowest bid came back at \$240,552.00 which was higher than budgeted. If one of the streets is removed, the project can be completed for less. Manager Hord proposed removing Church Street since there is a possibility of development there in the future anyway. He requested that the Council approve the Carolina Siteworks contract with the removed street now and if there is an overage, a budget amendment would be brought to a future meeting for approval.

ACTION: Mayor Pro Tem Shelton made a motion to award the contract for the Street Paving Improvements Project to Carolina Siteworks, Inc. for the base bid of \$240,552.00. Council Member Linker seconded the motion. The motion passed 4-0.

15. Proclamation

Fire Prevention Week

Mayor Barnhardt acknowledged the proclamation in the agenda packet for Fire Prevention Week to be held October 6th-12th.

16. Council Comments

- Council Member Linker shared he was impressed with the level of detail on the code enforcement report.
 - Mayor Pro Tem Shelton asked if there was any progress regarding feather flags. Manager Hord stated they are in the notification stage.
 - Mayor Pro Tem Shelton asked about why a permit needed to be obtained to repair an existing fence. Mr. Flowe stated permits are required for any construction. Manager Hord provided background information on the specific project.
- Council Member Linker stated he was impressed with the Police Department lately and believed they were doing a good job. He asked that the Council discuss at a future meeting replacing some of the vehicles in the fleet since three were over 100,000 miles. Mayor Pro Tem Shelton stated he concurred and felt an assessment of all fleet vehicles should take place. Mayor Barnhardt shared that would be a great topic for the fall planning retreat and gave kudos on Chief Taylor's level of detail in the department report.
- Council Member Luhrs stated he would like there to be a review of the line-of-site and visibility for the car lot on the corner.
- Council Member Luhrs stated there was an issue with unfinished developments not having HOAs and asked if there was a way to put language in place to limit the amount of time before establishing an HOA. Mr. Flowe stated that can be put in place for new developments and will discuss with the Granite Commons developers later this week. Attorney Moretz stated he could look into innovative approaches and what could be added to the ordinance or development agreements.

17. Announcements and Date Reminders

A. Wednesday	September 11	5:00 p.m.	Centralina Executive Board
B. Wednesday	September 11	5:30 p.m.	Community Appearance Commission
C. Friday	September 13	8:00 a.m.	Mayor's Roundtable
D. Saturday	September 14	4:00 p.m.	Fish for Fun
E. Thursday	September 19	7:30 a.m.	Chamber Power in Partnership Breakfast
F. Wednesday	September 25	5:30 p.m.	CRMPO TAC Meeting
G. Tuesday	October 1	5:30 p.m.	Events Committee
H. Monday	October 7	6:00 p.m.	Planning Board
I. Monday	October 7	6:15 p.m.	Board of Adjustment
J. Wednesday	October 9	5:00 p.m.	Centralina Board of Delegates
K. Friday	October 11	11:00 a.m.	FD Auxiliary Port-a-Pit
L. Saturday	October 12	10:00 a.m.	Fire Dept. Open House

18. Closed Session

ACTION: Council Member Linker made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(3) to consult with an attorney retained by the public body in order to preserve the attorney-client privilege. Council Member Mack seconded the motion. The motion passed 4-0.

The Council went into closed session at 8:16 p.m.

ACTION: Council Member Linker made a motion to return to open session. Council Member Mack seconded the motion. The motion passed 4-0.

The Council returned to open session at 8:48 p.m.

There were no actions taken in closed session.

Recess

ACTION: Mayor Pro Tem Shelton made a motion to recess until Thursday, September 26, 2024 at 6:00 p.m. Council Member Linker seconded the motion. The motion passed with all in favor. The meeting ended at 8:49 p.m.

Thursday, September 26, 2024

Council Member Mack was not present for the September 26, 2024 segment of the meeting.

Call to Order: Mayor Barnhardt called the regular meeting recessed on September 9, 2024 back into session at 6:03 p.m.

1. Public Hearing Economic Development Incentives Agreement- Amrep

A. Staff Summary

Manager Hord stated the agreement had been vetted by the legal counsel of all parties involved.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:04 p.m.
There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:04 p.m.

C. Council Discussion and Decision

During Council discussion council members pointed out that the agreement included the creation of full-time positions and that it provided the same incentives the County offered. Members also discussed that the agreement was consistent with the Annexation and Utilities Expansion policy that was recently put into place and with the goals in the Comprehensive Land Use Plan for attracting industry in that area.

ACTION: Council Member Luhrs made a motion to approve the Relocation and Expansion Assistance agreement with Amrep Manufacturing Company, LLC as presented. Council Member Linker seconded the motion. The motion passed 3-0.

Adjournment

ACTION: Council Member Linker made a motion to adjourn. Council Member Luhrs seconded the motion. The motion passed with all in favor. The meeting ended at 6:08 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk



RESOLUTION 2024-06

A RESOLUTION APPROVING THE DONATION OF SURPLUS PERSONAL PROPERTY TO ROWAN-CABARRUS COMMUNITY COLLEGE'S BASIC LAW ENFORCEMENT TRAINING PROGRAM

WHEREAS, pursuant to G.S. 160A-280, a municipality is authorized to donate surplus, obsolete, or unused personal property, including supplies, materials, and equipment, to other governmental units or nonprofit organizations incorporated in the United States; and

WHEREAS, the Town Council of the Town of Granite Quarry has designated the Town Manager with the authority to declare property as surplus, with an estimated current value less than \$30,000; and

WHEREAS, the Town Manager has identified certain personal property as surplus, obsolete, or unused and has determined that the donation of this property would be beneficial; and

WHEREAS, Rowan-Cabarrus Community College is a nonprofit educational institution incorporated in the United States, and the donation of this surplus property would support the College's educational mission and community service goals; and

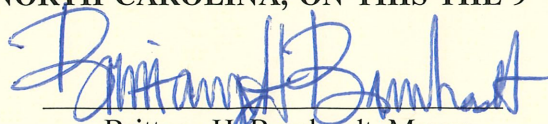
WHEREAS, a public notice regarding the proposed donation of surplus personal property was posted for at least five days prior to the adoption of this resolution, in accordance with G.S. 160A-280; and

WHEREAS, the Town Council deems it in the best interest of the Town of Granite Quarry to approve the donation of the surplus property to Rowan-Cabarrus Community College's Basic Law Enforcement Training Program for training purposes.

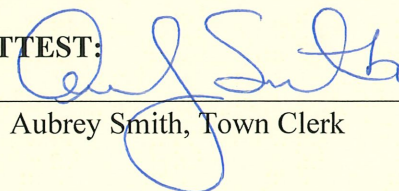
NOW, THEREFORE, BE IT RESOLVED by the Granite Quarry Town Council:

- 1) Approval of Donation:** The Town Council hereby approves the donation of the surplus personal property, 13 obsolete Pro-Vision Police Body Cameras, to Rowan-Cabarrus Community College's Basic Law Enforcement Training Program.
- 2) Authorization:** Town Manager Jason Hord is hereby authorized and directed to execute all necessary documents and take any actions required to effectuate the donation of the surplus property to Rowan-Cabarrus Community College.
- 3) Acceptance:** Rowan-Cabarrus Community College is authorized to accept the donation of the surplus property, subject to any terms and conditions deemed necessary by the College.

RESOLVED, APPROVED, AND EFFECTIVE UPON ADOPTION BY THE TOWN COUNCIL OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE 9TH DAY OF SEPTEMBER 2024.


Brittany H. Barnhardt, Mayor

ATTEST:


Aubrey Smith, Town Clerk



**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF GRANITE QUARRY
and INCORPORATE BY ANNEXATION A CONTIGUOUS AREA INTO THE
TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ANNEX 2024-09-09-1

WHEREAS, a Petition signed by the owner, LGI Homes NC, LLC, of property located at 1711 St. Paul's Church Road, (Rowan County Parcel ID 404 104 and 404 152) submitted a petition for voluntary contiguous annexation into the town limits of the Town of Granite Quarry. The petition received for the properties when taken together consist of approximately 20.85 acres, as shown on the map exhibit and survey(s) appearing in Attachment "A" and Attachment "B" attached hereto, was received by the Town of Granite Quarry on June 27, 2024; and,

WHEREAS, the owner Petitioned that said area be annexed into the corporate limits of the Town of Granite Quarry, North Carolina, as authorized by Part 1, Article 4A, Chapter 160A of the General Statutes of North Carolina; and,

WHEREAS, the Petition was presented to the Mayor and Town Council during the regular meeting of August 8, 2024; and,

WHEREAS, on August 8, 2024 the Mayor and Town Council directed, by Resolution duly adopted, the Town Clerk of the Town of Granite Quarry, North Carolina, to investigate the sufficiency of said Petition and to certify the results to the Mayor and Town Council; and,

WHEREAS, at the regular meeting of the Mayor and Town Council held on August 8, 2024, a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry was presented to the Mayor and Town Council wherein the Town Clerk certified that upon due investigation found the above individual(s) who signed the aforementioned Petition constitute the owner(s) of the land within the boundaries described in said Petition and, as hereinafter described, that said boundaries are contiguous to the present Town limit primary boundaries, and are eligible to be annexed pursuant to G.S. 160A-31, et seq. of the General Statutes of North Carolina; and,

WHEREAS, following the receipt by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, of a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry, said information and due consideration thereof by the Mayor and Town Council, passed a motion to adopt a Resolution whereby a public

hearing upon the question of such annexation was called to be had before the Mayor and Town Council of the Town of Granite Quarry at 6:00 p.m. on the 9th day of September 2024; and,

WHEREAS, the Town Clerk was duly authorized and did so cause notice of such public hearing to be published in the Salisbury Post, a newspaper having general circulation in the Town of Granite Quarry, North Carolina, at least ten (10) days prior to the date of such public hearing, such notice contained Rowan County property identification numbers of the areas proposed to be annexed as set forth in the Petition; and,

WHEREAS, it appears to the Mayor and Town Council from the publisher's Affidavit with clipping attached thereto, duly filed with the Town Clerk, that a notice of such public hearing as directed by the Mayor and Town Council was duly published in the Salisbury Post in its issue of the 18th day and 25th day of August, 2024, which date of publication was at least ten (10) days prior to the date set for such public hearing; and,

WHEREAS, a public hearing was held by the Mayor and Town Council of the Town of Granite Quarry on the 9th day of September 2024 at the stated time and place where the petitioners and any other residents of the Town of Granite Quarry were given an opportunity to appear and be heard on the question of the sufficiency of the Petition and the desirability of the annexation; and,

WHEREAS, the Mayor and Town Council, after due deliberation and consideration during the regular Mayor and Town Council meeting held on September 9, 2024, now finds that the Petition meets the requirements of G.S. 160A-31, et seq. of the General Statutes of North Carolina, that the Petition contained the signatures of the owners of the real property within the area proposed for annexation, that the Petitions are otherwise valid and that the public health, safety and welfare of the inhabitants of the Town and of the area proposed for annexation will be best served by the annexation through the expansion, now or in the future, of essential public services provided by the Town.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, in regular meeting assembled the 9th day of September 2024, hereby adopts this ordinance as follows:

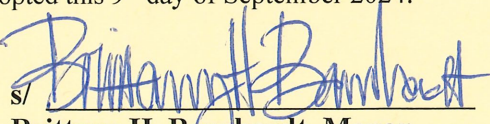
SECTION 1: That the area described in the Petition for contiguous annexation be and the same is hereby annexed to and is made a part of the corporate limits of the Town of Granite Quarry, North Carolina, the areas being described in Attachment "A" and Attachment "B" hereto.

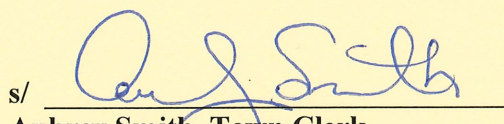
SECTION 2: From and after the effective date of this Ordinance, the territory so annexed and the property therein located shall be subject to all debts, laws, ordinances and regulations in force in the Town of Granite Quarry, North Carolina, and shall be entitled to the privileges and benefits available to other parts of the municipality. The newly annexed territory shall be subject to municipal taxes levied as provided in Section 160A-58.10 of the General Statutes of North Carolina.

SECTION 3: It shall be the duty of the Mayor of the Town of Granite Quarry to cause an accurate map of such annexed territory, together with a copy of this Ordinance duly certified, to be recorded in the office of the Register of Deeds of Rowan County, North Carolina, and in the office of the Secretary of State of North Carolina.

SECTION 4: This Annexation shall become effective upon adoption.

Adopted this 9th day of September 2024.

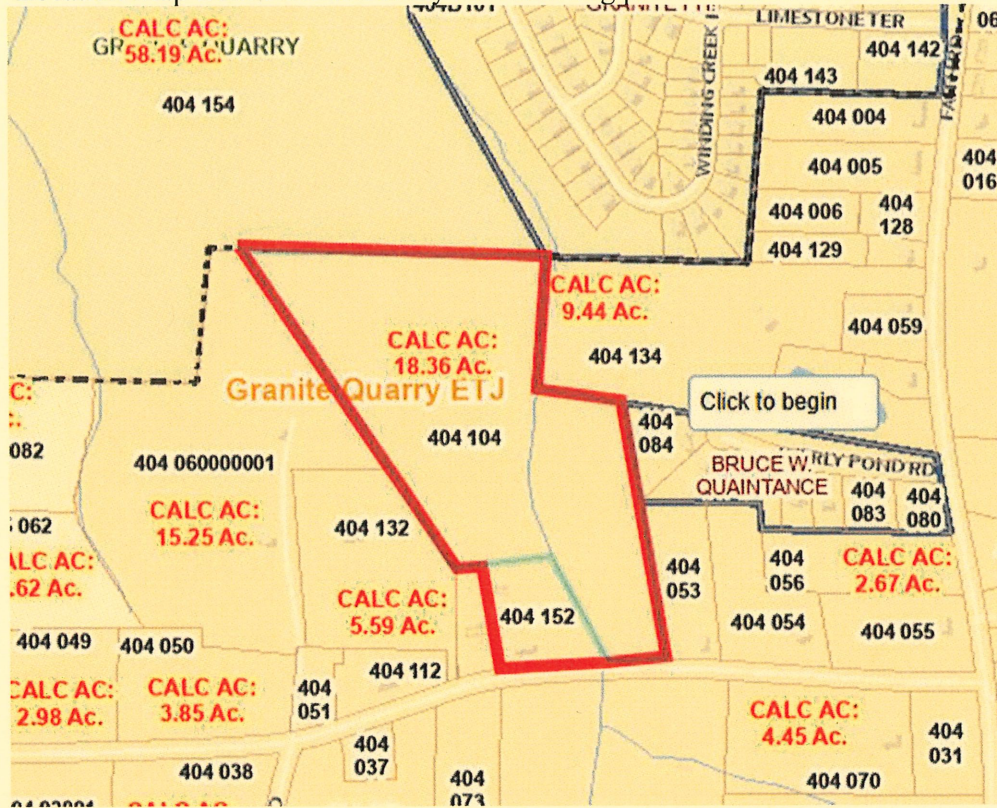
s/ 
Brittany H. Barnhardt, Mayor

s/ 
Aubrey Smith, Town Clerk



Attachment "A"

Location Map from Rowan County GIS showing parcels 404 104 and 404 152:



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**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF GRANITE QUARRY
and INCORPORATE BY ANNEXATION A NON-CONTIGUOUS AREA INTO THE
TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ANNEX 2024-09-09-2

WHEREAS, a Petition signed Rowan Summit, LLC, the owner of property located at 115 Rowan Summit Drive, Salisbury NC 28146 (Rowan County Parcel ID 402C008) submitted a petition for voluntary non-contiguous annexation into the town limits of the Town of Granite Quarry. The petition received for the properties when taken together consist of approximately 1.99 acres, as shown on the map exhibit and description(s) appearing in Attachment “A” and Attachment “B” attached hereto, was received by the Town of Granite Quarry on July 24, 2024; and,

WHEREAS, the owner Petitioned that said area be annexed into the corporate limits of the Town of Granite Quarry, North Carolina, as authorized by Part 4, Article 4A, Chapter 160A of the General Statutes of North Carolina; and,

WHEREAS, the Petition was presented to the Mayor and Town Council during the regular meeting of August 8, 2024; and,

WHEREAS, on August 8, 2024 the Mayor and Town Council directed, by Resolution duly adopted, the Town Clerk of the Town of Granite Quarry, North Carolina, to investigate the sufficiency of said Petition and to certify the results to the Mayor and Town Council; and,

WHEREAS, at the regular meeting of the Mayor and Town Council held on August 8, 2024, a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry was presented to the Mayor and Town Council wherein the Town Clerk certified that upon due investigation found the above individual(s) who signed the aforementioned Petition constitute the owner(s) of the land within the boundaries described in said Petition and, as hereinafter described, that said boundaries are not contiguous to the present Town limit primary boundaries, and are eligible to be annexed pursuant to G.S. 160A-58.1, et seq. of the General Statutes of North Carolina; and,

WHEREAS, following the receipt by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, of a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry, said information and due consideration thereof by the Mayor and Town Council, passed a motion to adopt a Resolution whereby a public

hearing upon the question of such annexation was called to be had before the Mayor and Town Council of the Town of Granite Quarry at 6:00 p.m. on the 9th day of September 2024; and,

WHEREAS, the Town Clerk was duly authorized and did so cause notice of such public hearing to be published in the Salisbury Post, a newspaper having general circulation in the Town of Granite Quarry, North Carolina, at least ten (10) days prior to the date of such public hearing, such notice contained Rowan County property identification numbers of the areas proposed to be annexed as set forth in the Petition; and,

WHEREAS, it appears to the Mayor and Town Council from the publisher's Affidavit with clipping attached thereto, duly filed with the Town Clerk, that a notice of such public hearing as directed by the Mayor and Town Council was duly published in the Salisbury Post in its issue of the 18th day and 25th day of August, 2024, which dates of publication were at least ten (10) days prior to the date set for such public hearing; and,

WHEREAS, a public hearing was held by the Mayor and Town Council of the Town of Granite Quarry on the 9th day of September 2024 at the stated time and place where the petitioners and any other residents of the Town of Granite Quarry were given an opportunity to appear and be heard on the question of the sufficiency of the Petition and the desirability of the annexation; and,

WHEREAS, the Mayor and Town Council, after due deliberation and consideration during the regular Mayor and Town Council meeting held on September 9, 2024, now finds that the Petition meets the requirements of G.S. 160A-58.1, et seq. of the General Statutes of North Carolina, that the Petition contained the signatures of the owners of the real property within the area proposed for annexation, that the Petitions are otherwise valid and that the public health, safety and welfare of the inhabitants of the Town and of the area proposed for annexation will be best served by the annexation through the expansion, now or in the future, of essential public services provided by the Town.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, in regular meeting assembled the 9th day of September 2024, hereby adopts this ordinance as follows:

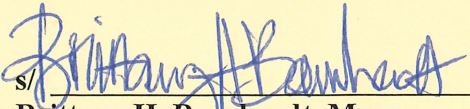
SECTION 1: That the area described in the Petition for non-contiguous annexation be and the same is hereby annexed to and is made a part of the corporate limits of the Town of Granite Quarry, North Carolina, the areas being described in Attachment "A" and Attachment "B" hereto.

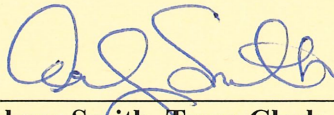
SECTION 2: From and after the effective date of this Ordinance, the territory so annexed and the property therein located shall be subject to all debts, laws, ordinances and regulations in force in the Town of Granite Quarry, North Carolina, and shall be entitled to the privileges and benefits available to other parts of the municipality. The newly annexed territory shall be subject to municipal taxes levied as provided in Section 160A-58.10 of the General Statutes of North Carolina.

SECTION 3: It shall be the duty of the Mayor of the Town of Granite Quarry to cause an accurate map of such annexed territory, together with a copy of this Ordinance duly certified, to be recorded in the office of the Register of Deeds of Rowan County, North Carolina, and in the office of the Secretary of State of North Carolina.

SECTION 4: This Annexation shall become effective upon adoption.

Adopted this 9th day of September 2024.

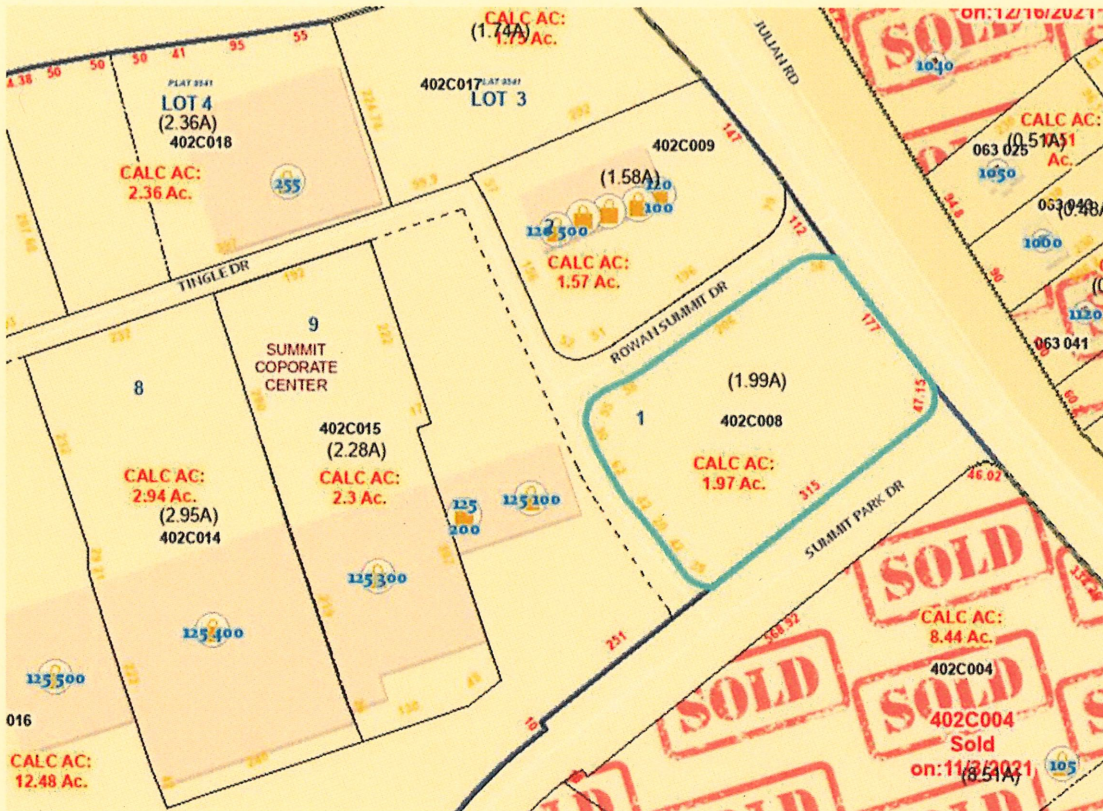
s/ 
Brittany H. Barnhardt, Mayor

s/ 
Aubrey Smith, Town Clerk



Attachment "A"

Location Map from Rowan County GIS showing 115 Rowan Summit Drive, Salisbury NC 28146
(Rowan County Parcel ID 402C008):



Attachment "B"

Description(s):

BEING all of Lot 1 containing 1.972 acres more or less, as shown on that plat entitled "Property of Rowan Summit, LLC" and recorded in Book 9995, page 7951 Rowan County Registry and as further illustrated on that plat recorded in Book 9995, page 8891 Rowan County Registry.



RESOLUTION 2024-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, TO ADOPT AN ANNEXATION, UTILITY ALLOCATION AND EXTENSION POLICY

WHEREAS, the Town of Granite Quarry is authorized by law to ensure the provision of essential municipal services for both current and future residents; and

WHEREAS, the Town of Granite Quarry Town Council declares the extension of potable water and sewer collection services into areas of need and areas of future growth to be a major priority; and

WHEREAS, the Town has established certain growth areas wherein it is in the Town's interest to promote high-quality development which will be beneficial to the Town and its residents; and

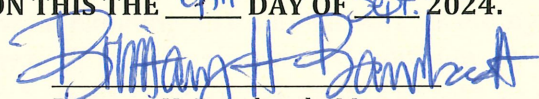
WHEREAS, the Town entered into an agreement with the City of Salisbury in 1997 to manage potable water and sewer collection services for the Town of Granite Quarry and its respective growth areas, followed by an agreement in 2023 specifying important growth areas in accordance with the 1997 agreement which might in the future be annexed into the corporate limits of the Town; and

WHEREAS, the Granite Quarry Town Council desires to establish a sound policy for the management of both water and sewer capacity and extensions and to promote orderly growth in accordance with the Granite Quarry Town Plan 2040 – Comprehensive Land Use & Master Plan (the "Master Plan"); and


WHEREAS, the Town Council of the Town of Granite Quarry recognizes that adopting comprehensive policies on annexation, utility allocation, and utility extensions will enhance the Town's ability to manage growth and infrastructure efficiently.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Granite Quarry that the attached Annexation, Utility Allocation and Extension Policy is hereby adopted:

RESOLVED, APPROVED, AND EFFECTIVE UPON ADOPTION BY THE TOWN COUNCIL OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE 9th DAY OF Sept. 2024.


Brittany H. Barnhardt, Mayor

ATTEST:


Aubrey Smith, Town Clerk

[SEAL]



TOWN OF GRANITE QUARRY
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WHEREAS, the Town of Granite Quarry is authorized by law to ensure the provision of essential municipal services for both current and future citizens; and

WHEREAS, the Town of Granite Quarry Town Council declares the extension of potable water and sewer collection services into areas of need and areas of future growth to be a major priority; and

WHEREAS, the Town has established certain growth areas wherein it is in the Town's interest to promote high-quality development which will be beneficial to the Town and its citizens; and

WHEREAS, the Town entered into an agreement with the City of Salisbury in 1997 (the "SRU Agreement") to manage potable water and sewer collection services for the Town of Granite Quarry and its respective growth areas followed by an agreement in 2023 (the "Annexation Agreement") specifying important growth areas in accordance with the 1997 agreement which might in the future be annexed into the corporate limits of the Town; and

WHEREAS, the Town of Granite Quarry Town Council desires to establish a sound policy for the management of both water and sewer capacity and extensions and to promote orderly growth in accordance with the Granite Quarry *Town Plan 2040 – Comprehensive Land Use & Master Plan* (the "Master Plan").

PURPOSE: These policies are to establish policies regarding annexation of future land areas into the Town's corporate limits, the provision and extension of water distribution and sewer collection services to serve the Town, and the extension of the same to additional areas outside the corporate limits which may be advantageous for annexation into the Town where eligible. In addition to guiding the Town in its future decision-making, the purpose of these policies is to put the public, real estate developers, surrounding municipalities, and others on notice of the Town's intentions and policies in these matters.

SECTION 1: ANNEXATION POLICY.

As set forth in the Master Plan, the Town of Granite Quarry has allocated substantial planning, public works, legal and other resources toward planning its future growth, including working with the City of Salisbury to establish certain areas allocated, as between Granite Quarry and Salisbury, certain areas designated for Granite Quarry's growth and for Salisbury's growth, as set forth in the Annexation Agreement. It is in the Town's and its citizens' best interests that the Town grow manageably and in an orderly manner, and in a manner that takes into account the costs to the Town in serving new areas versus the tax and employment benefits which may flow to the Town and its citizens. The Town's growth must also be consistent with the Town's history and personality and the desires of its citizens to maintain the Town's character. Taking into account the growth and proximity of the City of Salisbury and of the surrounding towns, as well as the presence of Interstate 85 and the types of development which it encourages, the Town's future history, personality and character cannot be left to chance.

TOWN OF GRANITE QUARRY

Annexation, Utility Allocation and Extension Policy

In addition, since the extension of utilities generally brings growth, in 1997 when the Town transferred all of its water and sewer infrastructure to Salisbury pursuant to the SRU Agreement, and as reinforced in the Annexation Agreement, the Town in exchange received the right to decide whether and where water and/or sewer services would be extended by Salisbury into the Town's corporate limits, into the Town's areas of extraterritorial jurisdiction, and into the Town's designated growth areas. The Town Council believes that this is a tool which may be used to responsibly manage the Town's growth.

Finally, the Town is charged by law with providing substantially all of the full range of municipal services to all areas which are within, or which come within in the future, the Town's corporate limits, including but not limited to potable water service, sewage collection, police and fire protection, and the maintenance of Town roads, streets and sidewalks. State law also limits how far away from the main corporate limits certain satellite annexations may be. The Town Council is charged with the fiduciary duty of keeping the Town affordable for all residents by keeping its tax rates as low as possible commensurate with the level of services it provides.

Expanding the Town's corporate limits in a thoughtful and strategic way is an important part of working toward the above goals and responsibilities. As a part of this policy the Town Council therefore adopts the following guidelines to guide the consideration of future annexations of property into the Town's corporate limits:

1. Annexation will be done in a deliberate and thoughtful manner and generally in accordance with the Master Plan.
2. Annexation will be pursued primarily, but not exclusively, in those areas allocated to the Town in the Annexation Agreement.
3. In areas covered by the Annexation Agreement, annexation will occur generally in accordance with the Annexation Agreement.
4. Annexation will be used as a tool to help the Town achieve a more fiscally-healthy balance of well-paying sources of employment for the Town's citizens and of higher-value industrial and commercial development for property tax purposes versus residential and retail growth.
5. Careful attention will be given to the costs to the Town in providing services for a given type or area of development versus the tax and employment value to the Town and its citizens of annexing such area into the Town.
6. Industrial or office growth providing well-paying jobs will currently be generally favored over retail, restaurant or service growth, which will be generally favored over residential growth.
7. The Town generally will not permit the extension of water and/or sewer services into currently-unserved areas of the Town's extraterritorial jurisdiction, nor into the Town's designated growth areas, without requiring that the properties proposed to

TOWN OF GRANITE QUARRY
Annexation, Utility Allocation and Extension Policy

be served be voluntarily annexed into the corporate limits of the Town, and a determination that annexing the same would be in the Town's best interests.

8. The Town will be wary with regard to proposed new retail, restaurant or service development given the potential costs involved in providing police and fire protection services to retail and restaurant uses, including the impact on response times to other areas of the Town, versus the benefits to the Town with regard to the jobs involved for its citizens and the tax revenues to the Town from the proposed new development.
9. Due to the practical and logistical difficulties in providing police and fire protection to isolated properties, in general with regard to proposed new retail, restaurant, service or residential development, the Town will favor the annexation of larger tracts and entire subdivisions rather than isolated or piecemeal properties. This is typically less of a concern for industrial development which usually involves larger land areas and better value to the Town based on the value of the jobs and tax revenues they provide compared to a typically lower demand for Town services than retail, restaurant, service or residential uses.
10. Annexation is a purely legislative decision which is made by the Town Council taking into account all facts and circumstances then known to the Council. The Council may in its discretion determine not to annex particular areas or projects even if consistent with this policy, may deviate from this policy in its discretion, and/or may decline to annex particular areas or projects while still approving water and/or sewer extensions for the same.

SECTION 2: UTILITY ALLOCATION POLICY.

I. General Principles

- A. The Town of Granite Quarry and the City of Salisbury have allocated substantial capital for investment in the infrastructure necessary to support a growing, prosperous, and healthy community. Water supply and wastewater treatment capacity are among the most important elements of this infrastructure.
- B. Increasing the Town's tax base by the expansion and improvement of higher valued land uses and fostering a higher quality of life for its residents are the paramount factors upon which utility allocation decisions are based.
- C. Consistent with the intent of this policy and other public statements and policies made by the Town Council, the following hierarchy of priorities shall guide the evaluation of utility allocation requests, it being understood that utility extension decisions are made in the sound discretion of the Town Council, that these factors and the hierarchy below are not dispositive, and that other factors may also be considered:

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Annexation, Utility Allocation and Extension Policy

1. As a threshold matter and consistent with its agreements with the City of Salisbury and the policies of the Town, the Town will generally only allow the extension of utilities to property that is within the corporate limits or is proposed to be incorporated into the corporate limits of the Town. Priority of projects within the Town limits or proposed to be incorporated into the Town limits is generally as follows:
2. Industrial projects and other major employers.
3. Commercial development projects with a mixed-use element.
4. Commercial development projects without a mixed-use element.
5. Additional phases attached to existing residential projects with a proven record of quality product and economic success.
6. New residential projects that include tangible, high quality community amenities.
7. Residential projects that include diverse products and opportunities.
8. Residential projects not otherwise described above.

II. Reservation Process

- A. The developer, as well as the land owner, if different from the developer, of any project requiring utility service within the Town of Granite Quarry or its identified growth areas shall submit a written application to the City of Salisbury and the Town for an allocation. All applicants for property not already within the Town's corporate limits shall file a petition for voluntary annexation into the Town. Failure to file a petition for voluntary annexation may result in immediate termination of utility service.
- B. The application shall be in letter form, addressed to both the City of Salisbury Utilities Department and the Town of Granite Quarry Planning Department, and shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule in relation to consumption of utility capacity, and other supporting information demonstrating how the project serves the needs and interest of the Town of Granite Quarry.
- C. The Planning Department shall review and make recommendation to the Town Council for consideration and approval all allocations, which require or may require a daily flow allocation of four hundred gallons per day (400 gpd) or more; any application that requests allocation for any project outside the corporate limits of the Town; and, any allocation made for a land use category from capacity otherwise set aside for a different land use type; and of any other application with is not specifically delegated to the Planning Director for decision herein.
 1. The Planning Department shall consider the goals articulated by this and related Town policies when evaluating utility allocation requests related to the review and decision-making process associated with Residential Subdivision Development, Mixed-use Developments, Commercial and/or Industrial Developments, and Special Use Permits. The criteria contained herein for evaluation of utility allocation requests shall be included as elements within the review process for the accompanying land use application with regard to conformity with Town of Granite Quarry's policies and ordinances, planning practices,

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and consistency with the adopted Town Plan 2040 – Comprehensive Land Use & Master Plan or later version.

- D. The Town of Granite Quarry Planning Department shall review and determine all applications for utility capacity for property located inside the corporate limits of the Town and which require a daily flow allocation of less than four hundred gallons per day (400 gpd) for allocations.
1. The Town of Granite Quarry Planning Department shall consider the goals articulated by this and related Town policies when reviewing applications for utility allocations. If an application is denied, the Town of Granite Quarry Planning, Zoning & Subdivision Administrator shall state in writing the reasons for denial of the request.
 2. Any applicant whose application for utility service is denied by the Town of Granite Quarry Planning, Zoning & Subdivision Administrator and who believes that such denial is inconsistent with the goals and priorities stated by this and related Town policies may appeal the denial for review by the Town Council for final decision at the next regularly scheduled Town Council meeting.
- E. Utility allocations granted under this policy shall require the requestor to pay any and all applicable connection and/or tap fees within forty-five (45) days of the date the allocation is granted. Failure to pay the fees within this period may result in revocation of the allocation.
1. All utility allocations approved by the Town shall be effective for a period of twelve (12) months, unless a greater vesting period is established in accordance with Article 7 of the Granite Quarry Development Ordinance. Projects possessing an allocation must start construction within the time shown on the project schedule as set forth in the agreed Development Agreement, if any, or within twelve (12) months if not. “Starting construction” means either commencing substantial earthmoving or utility installation, or making such substantial expenditures on utility-related costs in reliance upon the allocation as would suffice to vest rights under a zoning decision under North Carolina law.
 2. Upon request by the applicant and at the discretion of the Town, and upon such additional terms and conditions as may be agreed between the Town and the applicant, an allocation may be extended for no more than twelve (12) months.
 3. At the final expiration date for an unused allocation the allocation shall be deemed terminated and rescinded. No refund of any fees paid shall be made in such case.
 4. All utility allocations are agreed to and accepted subject to all applicable provisions of the ordinances and policies of the Town as well as the applicable utility extension policies of the City of Salisbury not inconsistent therewith. Utility allocations shall not be redistributed to a third party.

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- F. Granting of a utility allocation does not imply or confer approval of any other applications or reviews as may be required by Town Ordinance or policy and does not imply or create any vested right.
- G. If the Town of Granite Quarry approves an allocation for utility capacity for a project and a permit for such project is ultimately denied by the North Carolina Department of Environmental Quality, its successors or other responsible regulatory agency, then the Town of Granite Quarry shall bear no liability for any costs incurred by the applicant, nor bear further responsibility in the matter. In such cases, 50% of applicable utility access fees, if previously collected, shall be returned.
- H. Allocations do not constitute a guarantee that capacity will in fact be available at the time that capacity is needed due to factors beyond the Town or the City of Salisbury's reasonable control and applicable to all utility users generally, such as but not limited to moratoria, droughts, excess rainfall, changes in state or federal law, infrastructure failures, pandemics, treatment plant disruptions, natural disasters, and the like.

III. Capacity Accounting

- A. Due to weather related factors, the regulatory environment, and the dynamic nature of both water resources and wastewater flow and treatment, accounting of available utility capacity is, by its very nature, inexact. The Town and the City of Salisbury seek to track the amount of capacity that may be available for allocation; however, such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.
 - 1. The City of Salisbury Utilities Department prepares and incorporates as part of their operations program a schedule of utility capacity available and a list of allocations granted.
 - 2. The City of Salisbury Utilities Department may provide periodic reports to the Town of Granite Quarry regarding the status of utility capacities available and allocations granted.
 - 3. The Town is under no obligation to allocate or reserve capacity for any particular use or project.

SECTION 3: UTILITY EXTENSION POLICY.

- A. **General Principles.** The planning and extension of water and sewer systems shall be accomplished in accordance with the following general principles:
 - 1. Extensions shall be made to promote the orderly growth of the community. In general, the minimum distance for extensions shall be one platted block or, in the case of water mains, from main line valve to main line valve; and in the case of sanitary sewer extensions, from manhole to manhole.
 - 2. The size of water mains and sanitary sewer mains to be installed, and the other required system

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facilities shall be determined by the City of Salisbury Utilities Department in accordance with the recognized standards and accepted engineering practices and design, and in accordance with applicable adopted system plans.

3. The City of Salisbury Utilities Department shall be responsible for the maintenance, operation, control and ownership of all water and sewer facilities.
4. Developers shall be responsible for the full cost of installing utilities within their projects, and for the full cost of any mains, outfalls and/or other equipment required to connect the project to the water or sewer systems existing at the time.
5. All utility extensions are agreed to, installed and accepted subject to all applicable provisions of the ordinances and policies of the Town as well as the applicable utility extension policies of the City of Salisbury not inconsistent therewith.
6. Annexation into the Town limits may be required for projects requesting utility extensions not already within the corporate limits of the Town as further set forth in the Town's Annexation Policy.

B. Application for Extension and Approval of Extension Application

1. Any developer, as well as the land owner, if different from the developer, desiring water or sanitary sewer service shall apply in writing to the City of Salisbury Utilities Department and the Town of Granite Quarry Planning Department requesting the extension of water or sanitary sewer service or both. No request for the extension of services shall be considered unless submitted in writing in accordance with the applicable provisions of the Town of Granite Quarry Development Ordinance and the payment of all required fees in full.
2. All applicants for property not already within the Town's corporate limits shall file a petition for voluntary annexation into the Town. Failure to file a petition for voluntary annexation may result in immediate termination of any existing utility service.
3. The applicant shall be required to submit as part of the application, and prior to approval, such information, plans, specifications, or other data as may be required to adequately determine if the requirements of the applicable provisions of the Town of Granite Quarry Development Ordinance are to be met.
4. Prior to final approval by the City of Salisbury Utilities Department and the Town of Granite Quarry Planning Department, the applicant shall furnish all necessary information, reports, plans and specifications as well as appropriate fees and documentation of all required permits from other units of government and their agencies.
5. When application is made for a water or sewer extension or both to serve an area or development that is planned as part of a larger development project, all of which is not to be developed at the time application is made, the owner or owners shall submit plans in sufficient detail in order to determine the size and type facilities which will be necessary to serve the entire development when completed.

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6. No extension to the water or sanitary sewer system shall be made, and no application approved, except in accordance with the requirements of this policy, the Granite Quarry Development Ordinance and consistent with the adopted Town Plan 2040 – Land Use & Comprehensive Master Plan or later version.

III. Financing Extensions

- A. If an application is approved by the Town Council, the owner or owners shall be required to pay 100% of the total cost of all extensions. However, the Town may participate to the extent agreed upon by the Town Council in the cost of larger size mains that are in excess of the size mains required to serve the project.
- B. Nothing herein shall prevent the Town from participating in the extension of water or sanitary sewer mains or both within the corporate limits on its own initiative without receipt of an application from property owners and to assess the cost of such extensions in accordance with law when, in the opinion of the Town Council, the general public interest requires such extensions of service.
- C. While lift stations, force mains, macerator systems, package plants, and similar systems are disfavored, to the extent that the same are approved, or private water or sewer lines are approved, the Town may require that funds be set aside or other arrangements in the Town's sole discretion be implemented to assure that the costs of future maintenance, repairs and upgrades of the same will be available and that a proper entity other than the Town will be responsible for the same.

IV. Specifications and Ownership of Utilities

Any water mains or sanitary sewer mains, lift stations, pumping stations, tanks, controls, telemetry, easements and/or other appurtenances extended under the provisions of this policy shall be installed and constructed in accordance with the approved plans, specifications and other requirements of the Town of Granite Quarry and City of Salisbury. Unless otherwise agreed, all public facilities and equipment installed under the provisions of this policy shall become the property of the City of Salisbury and under its control for any and all purposes whatsoever at the time those facilities are connected to the system. The property owner or owners shall grant to Town and/or to the City of Salisbury such utility easements as the Town and/or City of Salisbury may require. In addition, a deed to the City of Salisbury for water or sewer facilities installed which are located outside the public right-of-way, the cost of which is borne by the applicant or property owners, may be required to be executed prior to the time any extensions are connected to the system.

**FISCAL YEAR 2024-2025
BUDGET AMENDMENT REQUEST #1**

September 9, 2024

PURPOSE: To increase Police Miscellaneous (01-3431-89) and increase Police – Supplies & Equipment (01-4310-29) by \$1,000 to accept a donation from the Spencer Moose Lodge for the purchase of general supplies or equipment.

General Fund – Fund 01

Revenues:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-3431-89	Police Miscellaneous	\$ 1,000
Total Increase/Decrease:		\$ 1,000

Expenses:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-4310-29	Police – Supplies & Equipment	\$ 1,000
Total Increase/Decrease:		\$ 1,000

The above Budget Amendment was approved / denied by the Manager or Board on 9/9/24.



Brittany H. Barnhardt, Mayor



Shelly Shockley, Finance Officer

Proclamation

FIRE PREVENTION WEEK
2024

WHEREAS, the Town of Granite Quarry, North Carolina is committed to ensuring the safety and security of all those living in and visiting Granite Quarry; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Granite Quarry residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, residents should test smoke alarms at least once a month; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

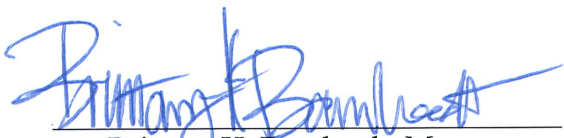
WHEREAS, Granite Quarry first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Granite Quarry residents who are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

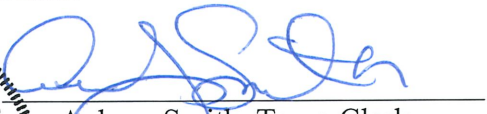
WHEREAS, the 2024 Fire Prevention Week™ theme, “Smoke alarms: Make them work for you.™,” serves to remind us the importance of having working smoke alarms in the home.

THEREFORE, I Brittany H. Barnhardt, Mayor of the Town of Granite Quarry, do hereby proclaim October 6-12, 2024, as Fire Prevention Week throughout Granite Quarry and I urge all the people of Granite Quarry to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of Granite Quarry’s fire and emergency services.

Attest


Brittany H. Barnhardt, Mayor




Aubrey Smith, Town Clerk

STATE OF NORTH CAROLINA

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

COUNTY OF ROWAN

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the last date of execution hereof by and between the TOWN OF GRANITE QUARRY, a North Carolina municipal corporation (the "Town"), and AMREP MANUFACTURING COMPANY, LLC (the "Company"), along with BEACON SCC LLC, a North Carolina limited liability company, the owner of the real property involved (the "Property Owner").

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in Granite Quarry (the "Project"), which would increase taxable property in the Town and result in the creation of a number of jobs in the Town, but would not have a significant detrimental impact to the environment of the Town; and

WHEREAS, the Company has determined that a parcel of real property located on Summit Park Drive within Summit Corporate Center in unincorporated Rowan County, also identified as Rowan County Tax Parcel # 402C022 (such tax parcel which is to be improved and occupied as the Project being referred to herein as the "Property"), is a suitable location for the Project, which said Property the Company has leased from the Property Owner pursuant to a Qualified Lease as defined in Article VIII hereof; and

WHEREAS, the Property is located within the Town's exclusive annexation area pursuant to that Annexation Agreement executed between the Town and the City of Salisbury dated November 13, 2023, which among other provisions provides that the City of Salisbury, which is the water and sewer utility provider for such area, will not extend such utilities to new customers in such area except pursuant to the ordinances and policies of the Town; and

WHEREAS, the ordinances and policies of the Town require annexation into the Town's corporate limits in order to receive utility services; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property and to annex the Property into the Town, the Town is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the Town as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, the Company and Town met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$21 million will be invested by or on behalf of the Company through a Qualified Lease in new equipment and other real property improvements on the Property, and a certain number of new jobs will be created as described herein, and the Company will further comply with certain other covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the Town.

NOW THEREFORE, in consideration of the representations and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company, Property Owner and the Town hereby agree as follows:

ARTICLE I: TOWN INDUCEMENTS.

The Town shall provide financial assistance to the Company through its “Relocation and Expansion Assistance Program”, as hereinafter described, with respect to the Company’s development of the Property and other related expenses as follows:

- 1) The “Relocation and Expansion Assistance Program” will be provided as a “Relocation and Expansion Incentive Grant” (“Grant”) to assist the Company with construction, equipment, and other capital improvements in Granite Quarry. The Grant will specifically apply to the Property and all real property improvements and personal property installed and used at the Property (“Facility”) within the term of this Agreement.
- 2) The amount of the Grant will be computed using the following steps:
 - a) Real Property Valuation.
 - i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of the Property, excluding personal property.
 - ii) Subtract from the value determined in (i) above the assessed tax value of the Property as of January 1, 2024, and prior to the investments made by the Company in improving the Property, which shall be the baseline real property valuation. The annual result of this computation shall be defined as the “New Real Property Value” for the real property.
 - b) Personal Property Valuation.
 - i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding inventory, supplies and rolling stock, located at and used at the Property.
 - ii) Subtract from the value determined in (i) above the assessed tax value of the personal property, excluding inventory, supplies and rolling stock, located at and used at the Property as of January 1, 2024, which shall be the baseline personal property valuation. The annual result of this computation shall be defined as the “New Personal Property Value”.
 - c) Town Property Tax Determination. The sum of the New Real Property Value and the New Personal Property Value for each applicable year shall be the “New Property Value” of the Project for such year. Multiply the New Property Value by the Town tax rate applicable for that tax year to determine the amount of total real and personal property taxes (“Total Tax Assessment”) applicable to the Project for that year.
 - d) Grant Amount Determination. Multiply the Total Tax Assessment by 45% (0.45) to determine the “Grant Value” applicable to that tax year.

- 3) The Grant Value will be reimbursed to the Company by the Town within sixty (60) days after request and provision of all required documentation by the Company. Payment may be requested by the Company no sooner than February 1 and no later than June 30 of the Fiscal Year in which the taxes are paid by the Company. The Company must provide all the certifications as set forth elsewhere in this Agreement, by otherwise in full compliance with this Agreement, and have fully paid all real and personal property taxes due to the Town for which reimbursement is being requested.
- 4) Tax amounts due on property discovered by the tax assessor through its customary audit procedures and not listed by the Company shall not be eligible for reimbursement.
- 5) "Fiscal Year" as used in this Agreement means the Town's fiscal year beginning July 1 and ending June 30.

ARTICLE II: SCHEDULE OF IMPROVEMENTS.

- 1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable, and that it is appropriate to voluntarily request the annexation of the Property into the corporate limits of the Town.
- 2) The Company shall receive the Grant for five separate Fiscal Years ("Grant Term"), beginning the Fiscal Year in which the Project receives its final Certificate of Occupancy or substantially commences its planned operations, whichever is earlier, and continuing for four (4) consecutive Fiscal Years thereafter.
- 3) Any subsequent qualifying expansion of the Facility by the Company may be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program then in effect, each for a separate Grant Term.

ARTICLE III: EMPLOYMENT.

- 1) The Company projects that it will create 170 Full Time Equivalents ("FTEs") with this Project by December 31, 2028. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) In each Fiscal Year (FY) that the company requests the disbursement of Grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>Town Fiscal Year (FY)</u>	<u>Number of FTEs (in aggregate)</u>
FY 26-27	66
FY 27-28	111
FY 28-29	148
FY 29-30	170
FY 30-31	170.

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the Town on or before June 30, 2026 and each subsequent year of the Grant Term. Such certification shall include a copy of the Company's "Employers Quarterly Tax and Wage Report" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCU1 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the Town when they have been submitted to the State, and copies of the materials it provides to Rowan County for the similar grant which is being provided to the Company by the County.
- 4) Should the Company fail to certify its annual employment numbers by June 30 of any given year, the Town may in its discretion allow the Company a 30-day cure period to file and certify this particular report.
- 5) If the Company does not meet the above employment goals, the Town will reduce the annual Grant payment on a pro-rata basis until such time as the Company meets the employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

ARTICLE IV: TERMINATION OF GRANT AGREEMENT AND REQUIRED REPAYMENT OF GRANT FUNDS UPON ANNOUNCED TERMINATION OF OPERATIONS OR MAJORITY REDUCTION IN WORKFORCE.

- 1) The assistance provided by Granite Quarry, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources. Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.
- 2) Should the Company cease operations or eliminate or relocate outside of the Town the majority of its workforce (51% reduction or more within a twelve (12) month span), the Company will be in breach of this Agreement and agrees to repay all Grant funds paid to it by the Town applicable to the most recent three (3) Fiscal Years prior to the cessation or reduction, including the year of the cessation or reduction if applicable.
- 3) Repayment of Grant funds is not required if the cessation or elimination occurs more than three (3) years after the last Grant payment by the Town to the Company.
- 4) The Company shall make payment to the Town within one hundred and twenty (120) days of such announcement or event. The Town may use any and all legal recourse to pursue restitution from the Company and/or its successors.

ARTICLE V: RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND CONDITIONS.

As further consideration for the granting of certain relocation and assistance grants to the Company by the Town, the Company further agrees and covenants as follows:

- 1) The Company shall abide by the Federal Immigration and Control Act of 1986 and all subsequent amendments thereto (collectively the "Act"). To that end, the Company shall provide to Granite Quarry an annual certification, as of the time the Company first claims the Grant and each year it

claims an installment of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility. If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment of the Grant and

- 2) The covenants and agreements of the Town herein are subject to and conditioned upon the Company and Property Owner applying for voluntary annexation into the corporate limits of the Town. The Company and Property Owner agree to submit a voluntary annexation petition to the Town requesting that the Property be annexed into the Town limits, at the same time that this Agreement is submitted to the Town, and to pay all fees, provide all documentation, and in general to do all things necessary or desirable to comply with and pursue to completion the voluntary annexation procedures of the Town. Company and Property Owner agree that annexation is reasonable in connection with this Agreement and the benefits being extended by the Town to them hereunder, and that the same is consistent with and proper pursuant to law, Town ordinances, and the agreements to which the Town is a party regarding the extension of utilities within areas subject to annexation by the Town.

ARTICLE VI: REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY AND PROPERTY OWNER.

The Company and the Property Owner represent, warrant and covenant to the Town as of the date of this Agreement and of the dates of any and all Grant payment requests that:

- 1) Standing. Each of them is a company duly organized and existing and in good standing under the laws of the State of North Carolina.
- 2) Authority. Each of them has the corporate power and authority to own and/or lease its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.
- 3) Enforceability. This Agreement is the legal, valid and binding agreement of each of them enforceable against them in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.
- 4) No Violations. This Agreement does not violate the charter documents or bylaws of either of them or any provisions of any indenture, agreement or other instrument to which they are a party.
- 5) No Conflicts. This Agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which either of them is a party.
- 6) Certifications. The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate Town officer at the time of requesting each Grant payment.

- 7) Lease. The lease under which the Property Owner has leased the Property to the Company is and will continue to be a bona fide Qualified Lease (as defined herein) by which Company is solely responsible for all ad valorem taxes applicable to the Property.
- 8) Individual Representations, Warranties and Covenants. It is understood that the foregoing representations, warranties and covenants are made by each of Company and Property Owner individually and not on behalf of the other and that neither of them is certifying, guaranteeing or agreeing to perform, as applicable, the representations, warranties and covenants made by the other.

ARTICLE VII: REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE TOWN.

The Town represents, warrants and covenants to the Company as of the date of this Agreement that:

- 1) The Town (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (b) by proper action it has duly authorized the execution and delivery of this Agreement; and (c) it is not in default under any provisions of this Agreement.
- 2) The Town has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the Town's legal, valid, and binding obligation, enforceable in accordance with its terms.
- 3) There is no litigation or proceeding pending or threatened against the Town or affecting it which would adversely affect the validity of this Agreement.
- 4) The Town is not in default under any provision of State law which would affect its existence or its powers.
- 5) To the best of the Town's knowledge, no officer or official of the Town has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- 6) With respect to this Agreement, the Town has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*
- 7) Upon the voluntary annexation of the Property into the corporate limits of the Town, the Town shall cause water and sewer capacity to be allocated to the Project and permit water and sewer service to be extended to the Property (solely at Company's expense) pursuant to the Town's authority and the agreements regarding the same to which the Town is a party.

ARTICLE VIII: GENERAL PROVISIONS.

- 1) Qualified Lease. "Qualified Lease" means a lease of improved real estate where the tenant under the lease is obligated to pay all ad valorem real property taxes in addition to rent, so that the tenant in effect is the sole obligor to pay such taxes.

- 2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.
- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.
- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the Town may make relative to the Project.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid (with a copy also sent via email, which shall not constitute notice), addressed to the party or person to whom notice is to be given at the following addresses:

Town (In person): Granite Quarry Town Manager
143 N. Salisbury Avenue
Granite Quarry, NC 28146
Phone: (704) 279-5596
townmanager@granitequarrync.gov

Delivered to Town: Granite Quarry Town Manager
PO Box 351
Granite Quarry, NC 28072
Phone: (704) 279-5596

With Copy (which does not constitute notice to):

Zachary M. Moretz
Moretz Law Group, PA
Post Office Box 446
Concord, North Carolina 28026
zac@moretzlaw.com

To Company:

Richard Sedory
General Counsel
Wastequip LLC
6525 Carnegie Blvd, Suite 300
Charlotte, NC 28211
Phone: (980) 987-7602 (x 27609)
rsedory@wastequip.com

To Property Owner:

Beacon SCC, LLC
3600 South Boulevard, Suite 250
Charlotte, NC 28209
Attn: Pete Kidwell
Phone: (704) 926-1404
kidwell@beacondevelopment.com

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

SIGNATURES ARE ON THE FOLLOWING TWO (2) PAGES.

IN WITNESS WHEREOF, the Town, the Company and the Property Owner have caused this Agreement to be executed by persons duly authorized by proper authority intending to be legally bound hereby.

COMPANY:

AMREP MANUFACTURING COMPANY, LLC

By: [Signature]
Printed name: RICHARD SEDORF
Title: GENERAL COUNSEL
Date: 9/18/2024

ATTEST:

By: [Signature]
Printed name: Savanna Fuchs
Title: Executive Assistant

PROPERTY OWNER JOINS IN THIS AGREEMENT FOR THE LIMITED PURPOSES OF (1) CONSENTING, AS LANDLORD UNDER THE QUALIFIED LEASE, TO TENANT ENTERING INTO AND PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT AND TO RECEIVING THE GRANT PAYMENTS CONTEMPLATED HEREIN, AND (2) PROVIDING THE COVENANTS, REPRESENTATIONS AND WARRANTIES WHICH ARE APPLICABLE SOLELY TO IT HEREUNDER AND DOES NOT JOIN IN OR PROVIDE ANY OF THE AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS OF ANY OTHER PARTY:

BEACON SCC LLC

By: Beacon SCC Partners LLC, its Manager

By: Beacon GP LLC, its Manager

By: _____
Peter J. Kidwell, Manager

Date: _____, 2024

ATTEST:

By: _____
Jon L. Morris, a manager of Beacon GP LLC,
the manager of Beacon SCC Partners LLC,
the manager of Beacon SCC LLC

IN WITNESS WHEREOF, the Town, the Company and the Property Owner have caused this Agreement to be executed by persons duly authorized by proper authority intending to be legally bound hereby.

COMPANY:

AMREP MANUFACTURING COMPANY, LLC

By: _____
Printed name: _____
Title: _____

Date: _____

ATTEST:

By: _____
Printed name: _____
Title: _____

PROPERTY OWNER JOINS IN THIS AGREEMENT FOR THE LIMITED PURPOSES OF (1) CONSENTING, AS LANDLORD UNDER THE QUALIFIED LEASE, TO TENANT ENTERING INTO AND PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT AND TO RECEIVING THE GRANT PAYMENTS CONTEMPLATED HEREIN, AND (2) PROVIDING THE COVENANTS, REPRESENTATIONS AND WARRANTIES WHICH ARE APPLICABLE SOLELY TO IT HEREUNDER AND DOES NOT JOIN IN OR PROVIDE ANY OF THE AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS OF ANY OTHER PARTY:

BEACON SCC LLC

By: Beacon SCC Partners LLC, its Manager

By: Beacon GP LLC, its Manager

By: Peter J. Kidwell
Peter J. Kidwell, Manager

Date: September 18th, 2024

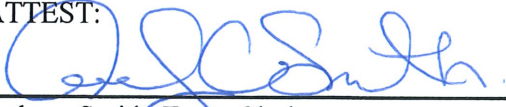
ATTEST:

By: Jon L. Morris
Jon L. Morris, a manager of Beacon GP LLC,
the manager of Beacon SCC Partners LLC,
the manager of Beacon SCC LLC


TOWN OF GRANITE QUARRY

By: 
Brittany H. Barnhardt, Mayor

Date: 9/26/2024

ATTEST: 
Aubrey Smith, Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 
Shelly Shockley, Finance Director