



**TOWN OF GRANITE QUARRY  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
Monday, February 10, 2025 6:00 p.m.**

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

**Not Present:** Council Member Laurie Mack

**Staff:** Town Manager/Fire Chief Jason Hord; Town Clerk Aubrey Smith; Town Attorney Zachary Moretz; Finance Director Shelly Shockley; Planning, Zoning, and Subdivision Administrator Richard Flowe; Police Chief Todd Taylor; Public Works Director Colton Fries; Office Assistant Debbie Loflin-Benge; Police Sergeant Greg McKinney

**Call to Order:** Mayor Barnhardt called the meeting to order at 6:00 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:** Mayor Pro Tem Shelton made a motion to approve the agenda as presented. Council Member Luhrs seconded the motion. The motion passed 3-0.

**2. Approval of the Consent Agenda**

**A. Approval of the Minutes**

- 1) Special Meeting January 13, 2025
- 2) Regular Meeting January 13, 2025

**B. Departmental Reports**

**C. Financial Reports**

**ACTION:** Council Member Linker made a motion to approve the consent agenda as presented. Council Member Luhrs seconded the motion. The motion passed 3-0.

**3. Public Comments – There were no public comments.**

**4. Town Manager's Update**

Manager Hord shared highlights from the Town Manager's report in the agenda packet including updates from the recent Planning Board meeting and rose care seminar. Manager Hord has applied for a grant sponsored by the NCDOT for a bike helmet initiative and hopes to have an update on the Duke feasibility study very soon. The Planning Department has reviewed sketch plans for a second building at the Easter Creek site in the Granite Industrial Park. Manager Hord asked for and received consensus for grant application submittal to the Blanche and Julian Robertson Foundation requesting \$200,000 for the

Transformational Project. Staff is putting together a QQSOLID award program for employees that would be awarded to one employee per quarter.

Manager Hord requested and received consensus for an interlocal agreement with Rockwell to contract with them for police services for gap coverage. He informed the Council of the need for a survey for Centennial Park. There was Council consensus to get the survey and bring a budget amendment to the March meeting. Manager Hord proposed to amend the hours town hall is open to the public from 9-5 Monday-Friday to 8-5 Monday-Thursday and 8-12 on Fridays. There were no Council objections. Manager Hord stated staff would like to hold an open house on April 14, 2025 from 4-6pm if that worked for the Council members. The Council was in favor of the event. Staff will create flyers and advertise the opportunity for residents to meet the elected officials and staff at a drop-in event.

Manager Hord invited Police Chief Todd Taylor to introduce newly promoted Sergeant Greg McKinney. Sergeant McKinney has been with the Town for a number of years, starting as a Firefighter. Sergeant McKinney joined the Police Department in 2006 and is a Field Training Officer, General Law Enforcement Instructor, School Resource Officer, G.R.E.A.T. Instructor, Less-lethal Instructor, Sniper, and has earned his Intermediate Certificate. The Council congratulated Sergeant McKinney on the promotion.

**5. Public Hearing** **Annexation/ZMA 3006 Old Concord Road**

**A. Staff Summary**

Mr. Flowe presented the petition for a voluntary non-contiguous annexation in the Town's sphere of influence beyond the ETJ. The property abuts a property that was annexed into the Town in 2024. Staff recommended an initial zoning designation of "Industrial (IND) District". Clerk Smith attested that notice of the hearing had been given. The Planning Board recommendation was unanimous.

**B. Public Hearing**

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:25 p.m.
  - There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:25 p.m.

**C. Council Discussion and Decision**

Council members didn't have any questions regarding the request.

**ACTION:** Council Member Linker made a motion to adopt Ordinance ANNEX 2025-02-10-1 to annex 3006 Old Concord Road as a non-contiguous property. Mayor Pro Tem Shelton seconded the motion. The motion passed 3-0.

**ACTION:** Council Member Linker made a motion to adopt Ordinance ZMA 2025-02-10-1 to amend the Official Zoning Map of the Granite Quarry Development Ordinance. Council Member Luhrs seconded the motion. The motion passed 3-0.

**6. Public Hearing** **Annexation/ZMA 260 Tingle Drive**

**A. Staff Summary**

Mr. Flowe presented the petition for a voluntary non-contiguous annexation in the Town's sphere of influence beyond the ETJ and recommended an initial zoning designation of "Interstate Highway 85 Commercial (C-85) District". Clerk Smith attested that notice of the hearing had been given. The Planning Board recommendation was unanimous.

**B. Public Hearing**

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:28p.m.

- There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:28 p.m.

**C. Council Discussion and Decision**

Questions were asked regarding the specifics of the timeline for the annexation process and development. The development process was initiated with Granite Quarry; no plans were previously submitted to the County.

**ACTION:** Council Member Luhrs made a motion to adopt Ordinance ANNEX 2025-02-10-2 to annex 260 Tingle Drive as a non-contiguous property. Council Member Linker seconded the motion. The motion passed 3-0.

**ACTION:** Council Member Luhrs made a motion to adopt Ordinance ZMA 2025-02-10-2 to amend the Official Zoning Map of the Granite Quarry Development Ordinance. Council Member Linker seconded the motion. The motion passed 3-0.

**7. Public Hearing**

**Zoning Map Amendment 2025-02-10-3 Troutman**

**A. Staff Summary**

Mr. Flowe introduced the Zoning Map Amendment request for 507 Troutman Street and provided information on how the plans had been amended since they were previously reviewed.

**B. Public Hearing**

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:34 p.m.
- Mr. Kostadinov of S&M Financial Group, LLC addressed the Council. Mr. Kostadinov spoke on the issue with the 3-foot slip of land. He stated there is a verbal agreement with Mr. Brinkley but nothing yet in writing. Mr. Kostadinov answered questions from the Council regarding specifics of the submitted plan.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:38 p.m.

**C. Council Discussion and Decision**

Council members asked clarifying questions regarding the application. After discussion, Mr. Flowe requested that the Council table the decision on the item until the March meeting to give the applicant time to have a contract in hand.

**ACTION:** Council Member Luhrs made a motion to table the decision until the March meeting. Council Member Linker second. The motion passed 3-0.

**Old Business**

**8. Contract**

**Granite Civic Park Upgrades Design Services**

Manager Hord introduced the contract with Benesch for Granite Civic Park Upgrades Design Services as discussed at the January meeting. The Council asked clarifying questions regarding various aspects of the contract and project including the timeline.

**ACTION:** Council Member Luhrs made a motion to approve the contract with Benesch for Granite Civic Park Upgrades design services. Council Member Linker seconded the motion. The motion passed 3-0.

## New Business

### 9. Discussion and Possible Decision      Offer to Purchase

Manager Hord introduced the offer to purchase parcel 066B002, O Dunns Mountain Church Road as included in the agenda packet and stated the applicant had requested to withdraw his offer in order to work more with the Planning Department on a potential economic development plan with specific design features.

### 10. Training and Travel Request      NCLM City Vision

The training and travel request for council members to attend the NCLM City Vision conference was presented. There was discussion regarding the funds in contingency available to transfer to the training line and the need to budget differently for training in the next fiscal year.

**ACTION:** Mayor Pro Tem Shelton made a motion to approve the training and travel request for Mayor Barnhardt and Council Member Mack to attend the NCLM City Vision Conference with the outlined associated costs not to exceed \$1400 (*per person*). Council Member Linker seconded the motion. The motion passed 3-0.

### 11. Training and Travel Request      NCBEMO

The training and travel request for Council Member Mack to attend the NCBEMO conference was presented.

**ACTION:** Council Member Luhrs made a motion to approve the training and travel request for Council Member Mack for the 2025 NCBEMO Summer Conference. Council Member Linker seconded the motion. The motion passed 3-0.

### 12. Budget Amendment      Council Training and Travel

The Budget Amendment for Council Training and Travel was presented and discussed. It was decided the funds should be transferred from the General Fund Contingency line.

**ACTION:** Mayor Pro Tem Shelton made a motion to increase Governing Body- Training 01-4110-31 by transferring funds from 01-9910-97 in the amount of \$4,000.00 to allow council members to attend the City Vision and NCBEMO conferences (*to approve Budget Amendment FY24-25 #6*). Council Member Linker seconded the motion. The motion passed 3-0.

### 13. Proclamation      Black History Month

Mayor Barnhardt recognized the proclamation for Black History Month in the agenda packet.

### 14. Council Comments

- Council Member Linker asked how code enforcement was being operated. Manager Hord stated that during the transition from the previous contractor it was mostly complaint-driven. Mr. Flowe stated that overgrown lots and certain issues were generally complaint-driven but another category were things driven by the development ordinance. Manager Hord stated that some areas have been identified that would require a sweep pertaining to specific nuisance ordinance issues. There will be more discussion on code enforcement during upcoming planning retreats.
- Mayor Barnhardt suggested a date be set for the year's first Planning Retreat. There was Council consensus to call a meeting for Wednesday, February 26, 2025 from 9:00 a.m. to 12:00 p.m.
- Council Member Linker asked about how infill lots being developed were able to request waivers for septic. There was discussion regarding the ordinance provisions and the Town's role in the approval process.



### 15. Announcements and Date Reminders

A. Wednesday	February 12	5:00 p.m.	Centralina Board of Delegates
B. Wednesday	February 12	5:30 p.m.	Community Appearance Commission
C. Thursday	February 20	7:30 a.m.	Chamber Power in Partnership Breakfast
D. Wednesday	February 26	5:30 p.m.	CRMPO TAC
E. Monday	March 3	6:00 p.m.	Planning Board
F. Monday	March 3	6:15 p.m.	Board of Adjustment
G. Tuesday	March 4	5:30 p.m.	Events Committee

### 16. Closed Session

#### Attorney-Client Privilege & Town Manager Evaluation

**ACTION:** Council Member Luhrs made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(3) to consult with the Town Attorney in order to preserve attorney-client privilege and N.C. General Statutes Section 143-318.11(a)(6) to discuss the performance of an individual public officer or employee. Council Member Linker seconded the motion. The motion passed 3-0.

*The Council entered into closed session at 7:30 p.m.*

**ACTION:** Council Member Linker made a motion to come out of closed session. Mayor Pro Tem Shelton seconded the motion. The motion passed with all in favor.

*The Council returned to open session at 8:02 p.m.*

No action was taken during the closed session.

### Adjournment

**ACTION:** Council Member Luhrs made a motion to adjourn. Mayor Pro Tem Shelton seconded the motion. The motion passed with all in favor. The meeting ended at 8:02 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk

**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 2025-02-10-1**

**WHEREAS**, a Petition signed by the owner, Eagle Mountain Holdings LLC and Ambro and Sons LLP, 2500 County Rd 42 W. Burnsville, MN 55337, of property located at 3006 Old Concord Road (Rowan County Parcel ID 402 062) 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 1.162 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 December 16, 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 January 13, 2025; and,

**WHEREAS**, on January 13, 2025 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 January 13, 2025, 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 10<sup>th</sup> day of February 2025; 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 issues of the 19<sup>th</sup> day and 26<sup>th</sup> day of January, 2025, 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 10<sup>th</sup> day of February 2025 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 10<sup>th</sup> day of February 2025, 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 10<sup>th</sup> day of February 2025, hereby adopts this ordinance as follows:

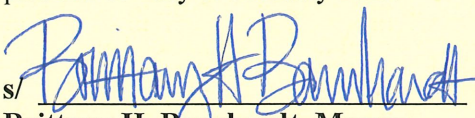
**SECTION 1:** That the area described in the Petition for non-contiguous annexation be and the same is hereby annexed to and is made a part of the corporate limits of the Town of Granite Quarry, North Carolina, the areas being described in Attachment "A" and Attachment "B" hereto.

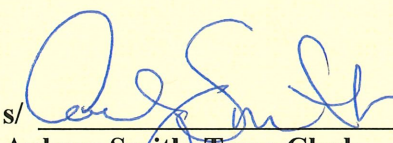
**SECTION 2:** From and after the effective date of this Ordinance, the territory so annexed and the property therein located shall be subject to all debts, laws, ordinances and regulations in force in the Town of Granite Quarry, North Carolina, and shall be entitled to the privileges and benefits available 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 10<sup>th</sup> day of February 2025.

s/   
Brittany H. Barnhardt, Mayor

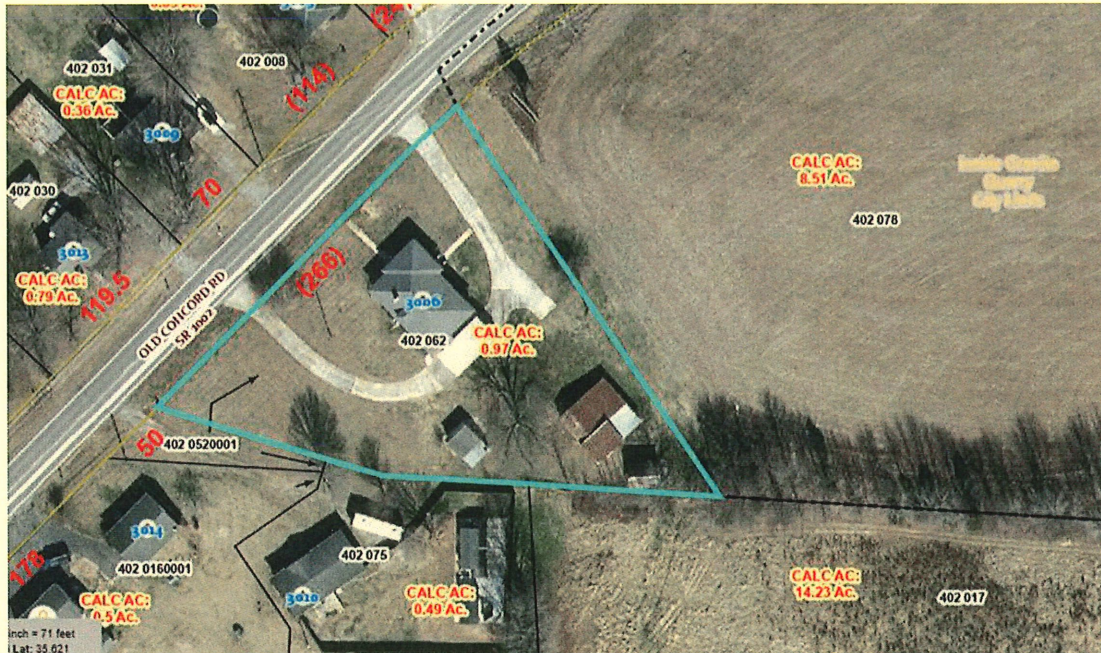
s/   
Aubrey Smith, Town Clerk





Attachment "A"

Image from Rowan County GIS showing parcel 402 062:



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Attachment "B"

Description(s):

Parcel 402 062

**BEGINNING** at an existing iron rod have coordinates of North: 684,254.18' and East: 1,558,239.63' being on the western line of Rachel Shinn Stone as described in Deed Book 1043, Page 292 recorded in the Rowan County Register of Deeds; thence from said point of beginning and running with the western line of Rachel Shinn Stone South 33°58'34" East a distance of 287.12' to an existing iron rod being on the northern line of Brian Corbin as described in Deed Book 1217, Page 671; thence with the northern line of Brian Corbin North 86°30'58" West a distance of 122.12' to an existing stone being the northeastern corner of Michael Hartness as described in Deed Book 845, Page 261; thence with the line of Michael Hartness the following two (2) courses and distances: 1) North 86°57'42" West a distance of 91.14' to an existing iron rod; 2) North 72°50'02" West a total distance of 181.16' (passing an iron online at 37.79' and a concrete monument at 139.12') to an existing iron rod; being in the centerline of Old Concord Road; thence with the centerline of Old Concord Road the following two (2) courses and distances: 1) North 44°54'19" East a distance of 198.68' to a point; 2) North 46°52'36" East a distance of 89.55' to a point; thence turning South 33°58'34" East a distance of 35.64' to the **POINT OF BEGINNING**, having an area of 50,624 square feet, or 1.1622 acres of land as shown on a survey prepared by Cornerstone Professional Land Surveying, PLLC dated October 28, 2024 (Job Number 2024-337).



**AN ORDINANCE AMENDING THE  
GRANITE QUARRY DEVELOPMENT ORDINANCE  
OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ZMA-2025-02-10-1

**BE IT ORDAINED** by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that the Official Zoning Map (OZM) of the Granite Quarry Development Ordinance (GQDO) be amended in accordance with both GQDO Article 5 and Article 6 of G.S. Chapter 160D. The owner, Eagle Mountain Holdings LLC and Ambro and Sons LLP, 2500 County Rd 42 W. Burnsville, MN 55337, of property located at 3006 Old Concord Road (Rowan County Parcel ID 402 062) submitted a petition for voluntary non-contiguous annexation into the town limits of the Town of Granite Quarry. The property consists of approximately 1.162 acres.

**Part 1. Consistency with Adopted Comprehensive Plan.**

The Town Council finds that a zoning map amendment applicable to the subject properties, from Rowan County RA (Residential Agricultural) Zoning District establishing a new zoning designation in accordance with procedures established by G.S. 160D-604(b) of "Industrial (IND)" is consistent with the Town's 2040 Comprehensive Land Use & Master Plan (the Plan) and the "Employment/Manufacturing" designation upon the subject property as appearing on the Plan's "Future Land Use Map" therein as amended, as required by G.S. 160D-605(a).

**Part 2. Statement of Reasonableness.**

This amendment is reasonable because the subject property allows for the growth and expansion of employment opportunities supporting the local economic base of the Town while improving the quality of life for Granite Quarry residents by enabling both job opportunities and diversification of the tax base by adding non-residential properties developed in accordance with the GQDO, as required by G.S. 160D-605(b).

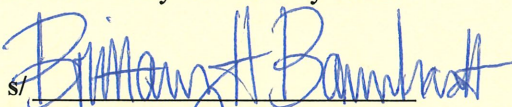
**Part 3. Establishment of New Zoning Designation.**

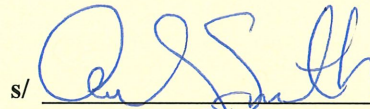
That Rowan County Parcel 402 062 as shown in Attachments "A" and "B", attached hereto shall be designated "Industrial (IND)" on the Official Zoning Map. Said parcel consisting of approximately 1.16 acres in total.

**Part 4. Effective Date.**

This Ordinance shall be effective at 12:01 AM on the 11<sup>th</sup> day of February 2025.

Adopted this 10<sup>th</sup> day of February 2025.

  
s/ Brittany H. Barnhardt, Mayor

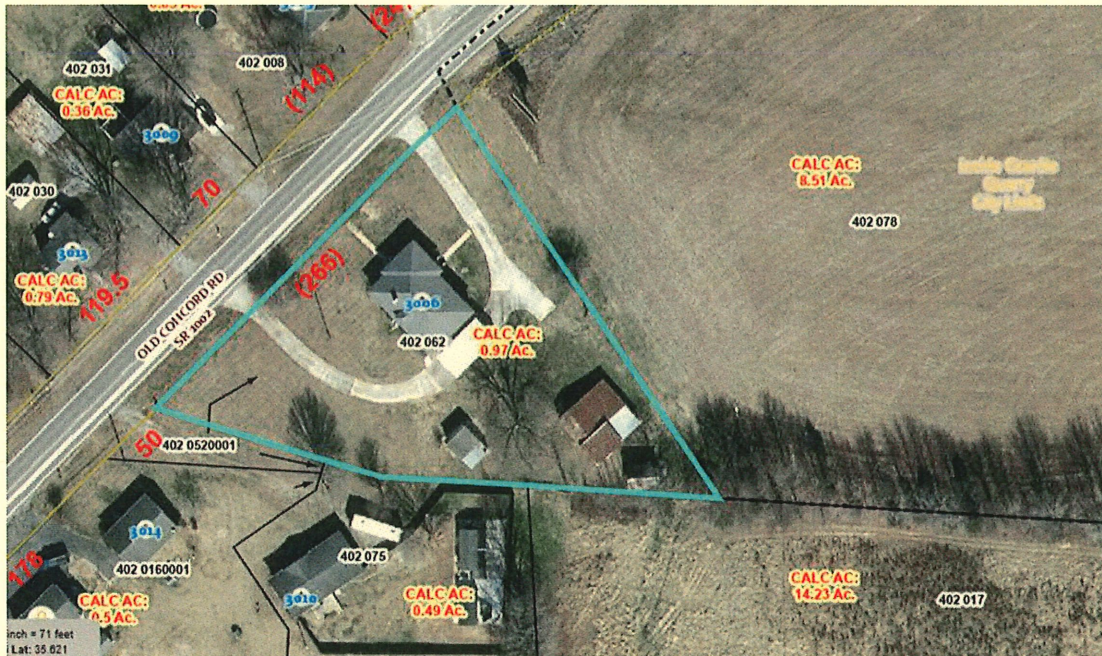
  
s/ Aubrey Smith, Town Clerk





Attachment "A"

Image from Rowan County GIS showing parcel 402 062:



*(This space left blank intentionally)*



Attachment "B"

Description(s):

Parcel 402 062

**BEGINNING** at an existing iron rod have coordinates of North; 684,254.18' and East: 1,558,239.63' being on the western line of Rachel Shinn Stone as described in Deed Book 1043, Page 292 recorded in the Rowan County Register of Deeds; thence from said point of beginning and running with the western line of Rachel Shinn Stone South 33°58'34" East a distance of 287.12' to an existing iron rod being on the northern line of Brian Corbin as described in Deed Book 1217, Page 671; thence with the northern line of Brian Corbin North 86°30'58" West a distance of 122.12' to an existing stone being the northeastern corner of Michael Hartness as described in Deed Book 845, Page 261; thence with the line of Michael Hartness the following two (2) courses and distances: 1) North 86°57'42" West a distance of 91.14' to an existing iron rod; 2) North 72°50'02" West a total distance of 181.16' (passing an iron online at 37.79' and a concrete monument at 139.12') to an existing iron rod; being in the centerline of Old Concord Road; thence with the centerline of Old Concord Road the following two (2) courses and distances: 1) North 44°54'19" East a distance of 198.68' to a point; 2) North 46°52'36" East a distance of 89.55' to a point; thence turning South 33°58'34" East a distance of 35.64' to the **POINT OF BEGINNING**, having an area of 50,624 square feet, or 1.1622 acres of land as shown on a survey prepared by Cornerstone Professional Land Surveying, PLLC dated October 28, 2024 (Job Number 2024-337).



**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 2025-02-10-2**

**WHEREAS**, a Petition signed by Rowan Summit, LLC as owner of property located at 260 Tingle Drive (Rowan County Parcel ID 402C017) was received by the Town of Granite Quarry on December 17, 2024. Said petition being for voluntary non-contiguous annexation of approximately 1.743 acres, as shown on the map exhibit and description appearing in Attachment “A” and Attachment “B” attached hereto, into the corporate limits; and,

**WHEREAS**, the owner Petitioned that said property 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 January 13, 2025; and,

**WHEREAS**, on January 13, 2025 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 January 13, 2025, 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 10<sup>th</sup> day of February 2025; 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 issues of the 19<sup>th</sup> day and 26<sup>th</sup> day of January, 2025, which initial 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 10<sup>th</sup> day of February 2025 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 10<sup>th</sup> day of February 2025, 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 10<sup>th</sup> day of February 2025, hereby adopts this ordinance as follows:

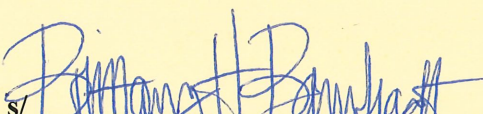
**SECTION 1:** That the area described in the Petition for non-contiguous annexation be and the same is hereby annexed to and is made a part of the corporate limits of the Town of Granite Quarry, North Carolina, the areas being described in Attachment "A" and Attachment "B" hereto.

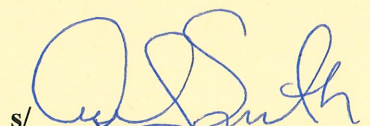
**SECTION 2:** From and after the effective date of this Ordinance, the territory so annexed and the property therein located shall be subject to all debts, laws, ordinances and regulations in force in the Town of Granite Quarry, North Carolina, and shall be entitled to the privileges and benefits available 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 10<sup>th</sup> day of February 2025.

s/   
Brittany H. Barnhardt, Mayor

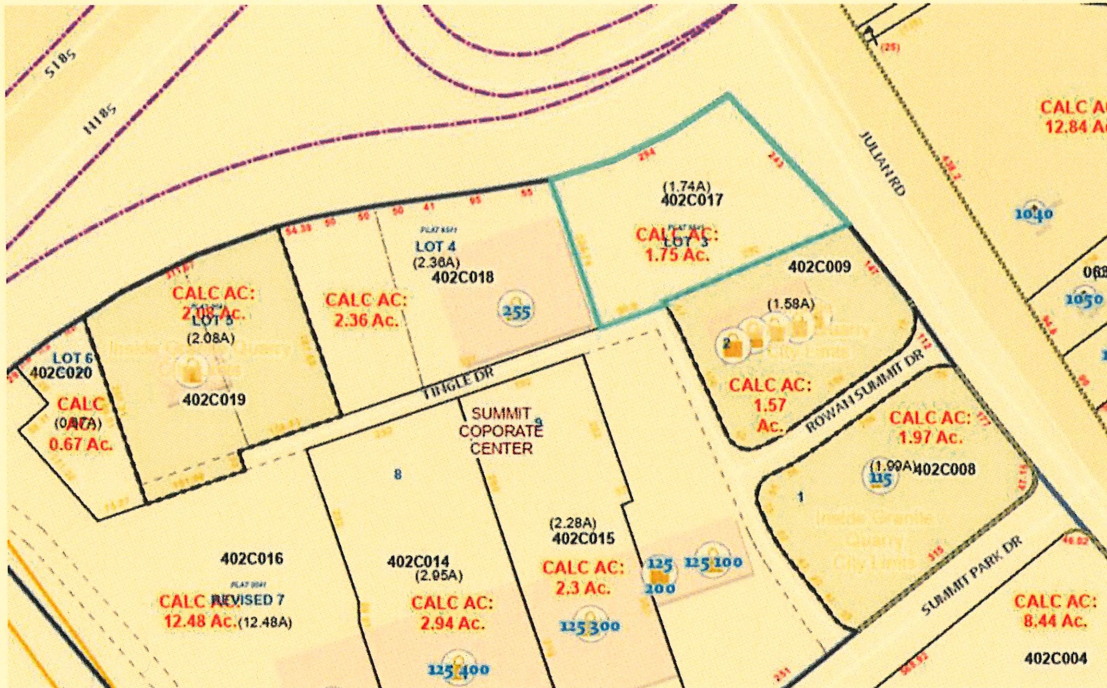
s/   
Aubrey Smith, Town Clerk





## Attachment "A"

Image from Rowan County GIS: 260 Tingle Drive (Rowan County Parcel ID 402C017)



## Attachment "B"

Description(s):

### Parcel 402C017

Beginning at a r/w disc found at the intersection of the southern right-of-way of Interstate 85 and the western right-of-way Julian Rd.; thence with said right-of-way of Julian Rd. S 43°16'06" E a distance of 244.01' to a point; thence S 38°49'05" E a distance of 10.65' to a point; thence leaving said right-of-way S 67°24'45" W a distance of 290.93' to a point; thence with a curve turning to the right with an arc length of 5.21', with a radius of 287.24', with a chord bearing of S 33°27'29" E, with a chord length of 5.21' to a point; thence S 71°22'32" W a distance of 99.90' to a point; thence N 18°35'51" W a distance of 224.74' to a point along the southern right-of-way of Interstate 85; thence with said right-of-way along a curve turning to the left with an arc length of 287.27', with a radius of 672.96', with a chord bearing of N 64°53'36" E, with a chord length of 285.09' to a r/w disc found, said disc being The Point of Beginning.

Said parcel being Lot 3 (PB. 9995, PG. 9541) and having an area of 75914.78 square feet, 1.743 acres.



**AN ORDINANCE AMENDING THE  
GRANITE QUARRY DEVELOPMENT ORDINANCE  
OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ZMA-2025-02-10-2

**BE IT ORDAINED** by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that the Official Zoning Map (OZM) of the Granite Quarry Development Ordinance (GQDO) be amended in accordance with both GQDO Article 5 and Article 6 of G.S. Chapter 160D. Rowan Summit, LLC, the owner of property located at 260 Tingle Drive (Rowan County Parcel ID 402C017) submitted a petition for voluntary non-contiguous annexation into the town limits of the Town of Granite Quarry. The property consists of approximately 1.743 acres.

**Part 1. Consistency with Adopted Comprehensive Plan.**

The Town Council finds that a zoning map amendment applicable to the subject property, from Rowan County CBI (commercial/business/industry) Zoning District establishing a new zoning designation in accordance with procedures established by G.S. 160D-604(b) of “Interstate Highway 85 Commercial (C-85) District” is consistent with the Town’s 2040 Comprehensive Land Use & Master Plan (the Plan) and the “Commercial” designation upon the subject property as appearing on the Plan’s “Future Land Use Map” therein as amended, as required by G.S. 160D-605(a).

**Part 2. Statement of Reasonableness.**

This amendment is reasonable because the subject property allows for the growth and expansion of commercial opportunities supporting the local economic base of the Town while improving the quality of life for Granite Quarry residents by enabling both job opportunities and diversification of the tax base by adding non-residential properties, as required by G.S. 160D-605(b).

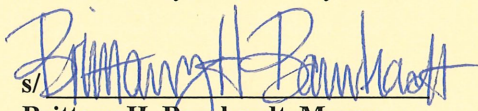
**Part 3. Establishment of New Zoning Designation.**

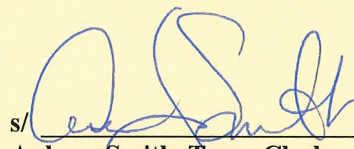
That Rowan County Parcel ID 402C017 as shown in Attachments “A” and “B”, attached hereto shall be designated “Interstate Highway 85 Commercial (C-85) District” on the Official Zoning Map.

**Part 4. Effective Date.**

This Ordinance shall be effective at 12:01 AM on the 11<sup>th</sup> day of February 2025.

Adopted this 10<sup>th</sup> day of February 2025.

s/   
Brittany H. Barnhardt, Mayor

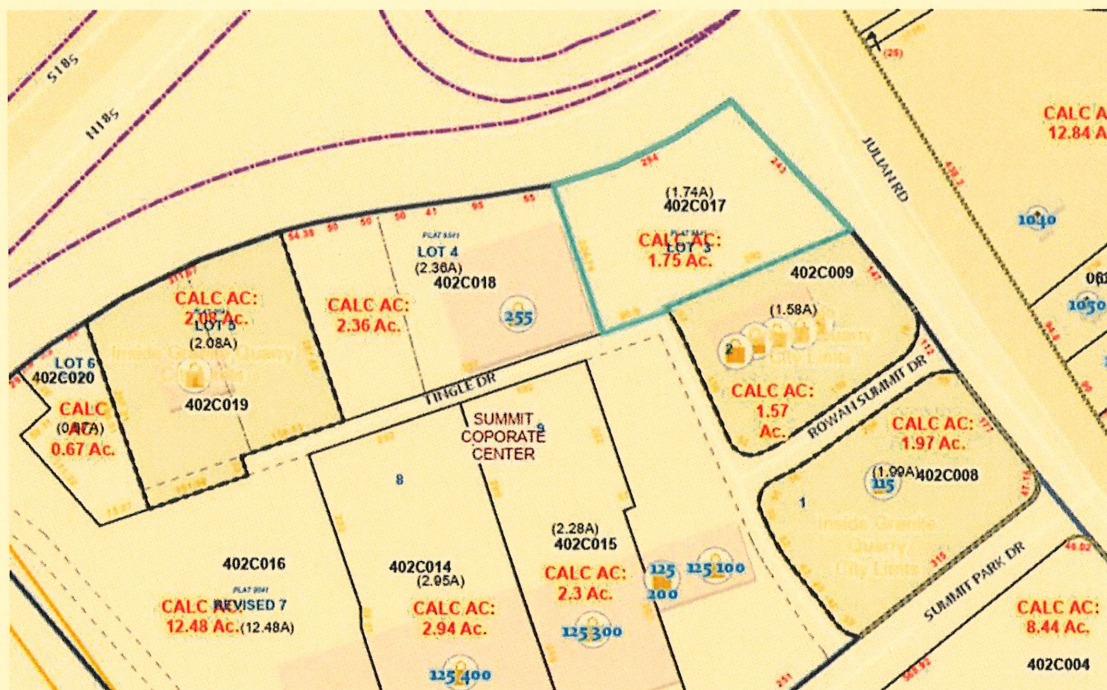
s/   
Aubrey Smith, Town Clerk





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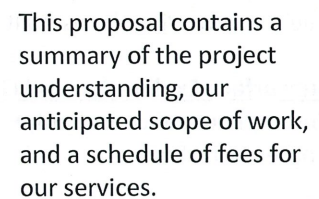




Mr. Jason Hord  
Town Manager  
Town of Granite Quarry  
143 N. Salisbury Avenue  
Granite Quarry, NC 28146

Dear Mr. Hord:

The Client has requested that the Benesch team provide landscape architectural, architectural and engineering services for two phases, Phase A: PARTF Request and Phase B: Future Facilities as delineated on the PARTF Site Plan shown below. Only Phase A will be bid and constructed at this time. The project area, as defined by the (red) project boundary, is approximately 6AC.



The Granite Civic Park PARTF site plan was prepared in April 2024 with an estimated construction cost of \$921,480 for Phase A (PARTF). No cost estimate has been provided for Phase B. The current proposed elements include:

- Existing Picnic Shelter Renovations
- Playground
- Paved Walking Trail (2,000 LF)
- Existing Tennis Court Resurfacing/Pickleball Conversion
- Splash Pad (1,350 SF)
- Totem Pole/Sundial
- Basketball Courts
- Associated sitework, utilities & landscaping

#### Phase B: Future Facilities

- Dog Park
- Amphitheater/Covered Stage/Multi-Use Field
- Terraced Granite Seating
- Naturalized Play Hill Slide
- Food Truck Area
- Restroom Building (2 stalls – Male/2 stalls – Female/Pump Equipment Room)
- Stream Restoration
- Picnic Area/Walkways at the American Legion Building

Our professional services for this project will include development of detailed design documents, permitting, bidding, construction, and final closeout services.

#### **SCOPE OF WORK**

##### **Project Startup/Kick-off Meeting**

The first step in developing final plans for Granite Civic Park will be additional site information gathering. This step will begin with further developing and/or assembling remaining pertinent information about the project site beyond what was gathered during the master plan process. This includes assessment of the existing 36" RCP & dual wall HDPE stormwater pipe system through the site, subsurface investigation and assessment of existing stream channel conditions for Legion Park Branch and Klutz Branch. Once the information is gathered, we will hold a kick-off meeting with the Client to review the findings from the stream and subsurface investigations and set the project schedule. The Client is providing the as-built topographical survey.

##### **Subsurface Exploration and Geotechnical Engineering**

Through our subconsultant, ECS Southeast, LLP, (ECS), we will provide geotechnical investigation for both project phases to include:

##### *Soil Borings*

As requested, ECS will perform a total of five (5) soil test borings:

- Two (2) borings at the proposed pedestrian bridge to a depth of 40 feet.
- Two (2) borings at the proposed shelter footprints to a depth of 20 feet.
- One (1) boring at the proposed amphitheater seating to a depth of 10 feet.

The borings will be extended to the depths listed above or auger refusal, whichever occurs first. Overall, up to 130 linear feet of soil drilling is proposed. Standard Penetration Tests, in general accordance with ASTM D1586, will be performed in each soil boring at 2½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter. In conjunction with the penetration testing, split-spoon soil samples will be recovered at each test depth. The soil samples obtained during our subsurface exploration will be returned to our laboratory for visual classification and potential laboratory index properties testing.

##### *Site Access*

Based on our review of available aerial photography from Google Earth, the site appears to be open with grass cover. The borings will be performed in areas readily accessible to our drilling equipment. Therefore, mechanical clearing or difficult access have not been included in our scope of services or lump sum fee. An additional mobilization of the drill rig has been included in our lump sum fee due to the creek.

##### *Groundwater*

Groundwater will be measured at the termination of drilling activities and the borings will be backfilled with auger cuttings and a bentonite plug prior to our demobilization from the site.

### *Laboratory Services*

The laboratory services will consist of visual classifications of the soil samples by the project geotechnical engineer. These visual classifications will be used to generate the final soil Boring Logs that will be included in the engineering report. Additionally, laboratory testing for this project may include up to two (2) natural moisture content tests, two (2) percent fines tests, and two (2) Atterberg limits tests. Laboratory testing will be performed in general accordance with ASTM Standards.

### *Report*

Upon completion of the field and laboratory services, an engineering report will be produced. The report for this project will address the following:

- Information on site conditions including geologic information and special site features.
- Description of the field exploration and laboratory tests performed.
- Final logs of the soil borings and records of the field exploration and laboratory tests in accordance with the standard practice of geotechnical engineers. This includes a subsurface profile, site location diagram and boring location diagram.
- Measurement of the surficial organic laden soils, if encountered, at each boring location and notation of this information on the boring logs and in the text of the report. ECS can provide approximate grade elevation for the top of borings if a relevant topography survey is provided.
- Recommendations regarding foundation options for the structure(s) and settlement potential.
- This will include bearing capacity information for shallow foundations or preliminary recommendations for the use of deep foundations (if soil conditions warrant). Settlement potential will be provided based on assumed loading and structure details from the project information obtained at the time of the analysis. Estimated loading information and structural detail will be required for a more detailed analysis.
- Recommendations regarding slab-on-grade construction and design.
- Seismic site classification per the North Carolina Building Code using the average N-value method.
- Evaluation of the on-site soil characteristics encountered in the soil borings. Specifically, we will discuss the suitability of the on-site materials for reuse as Engineered Fill to support ground slabs and pavements. A discussion of groundwater, in-place fill, rock, and alluvial soils (if discovered) and their potential impact on structures and project construction will be provided.
- Recommendations for minimum soil cover during frost heaving, compaction requirements for fill and backfill areas, and slab-on-grade construction.
- Recommendations regarding site preparation and construction observations and testing.

### **Schematic Design/Design Development Phase (Combined Phase – 45% Completion)**

Using the PARTF site plan and program and the as-built topographic survey, Benesch will prepare schematic design/design development plans for improvements. We anticipate the following deliverables:

- Cover Sheet/Schedule of Drawings
- Preliminary Existing Conditions/Clearing/Demolition Plans
- Preliminary Site Plans – Phase A & B
- Preliminary Grading and Storm Drainage Plans
- Preliminary Cut Sheets for play equipment, splash pad equipment, furnishings, pedestrian bridge (from vendors)
- Existing 36" Storm Sewer investigation/upsizing
- Stormwater Management Review

Once completed, the plans will be submitted to the Client with an updated budget estimate for design review. We anticipate two (2) design review meetings with the Client during the SD/DD Phase. We anticipate one meeting will be via Teams and one will be an in-person meeting. Plans will be revised to include any design review comments and budget adjustments.



### **Architectural/Structural Design Services (Restroom/Shelter Structures)**

Through our subconsultant, Luttman Architecture, Inc. (LA), architectural, structural and MEP design will be provided for three (3) structures: a) Renovation of the existing shelter, b) new restrooms with splash pad equipment room, c) new open space pavilion/shelter.

The restroom structure is expected to include two (2) restrooms, each with two (2) lavatories, sink and changing table, equipment room for the splash pad plaza. The renovations of the existing shelter entail the conversion of the existing kitchen/concessions area to additional restrooms. The existing restrooms will be updated for ADA compliance.

LA proposes the following tasks:

#### *Task I - Design*

- Work through a programming exercise with you to confirm the exact scope of work and budget allowed.
- Initialize the design of the overall floor plans.
- Determine the shape and size of buildings.
- Interface with other disciplines on the project.
- LA will submit a final fit design study to you for approval.
- Revise design drawings with regard to any comments.
- A 3D SketchUp model is included.

#### *Task II – Permit/Construction Documentation*

- LA will initiate development of the fit study design package with their engineers.
- Discussion of specific means and methods of construction will be further developed.
- The engineers will provide an initial package for review.
- The contract documents will enable this project to be submitted for building permit plans review.
- LA will fully manage and coordinate their consultants to complete the contract documents.
- LA will submit the final 100% Construction Documents for permit review.
- LA will interface with Rowan County/Granite Quarry to confirm all necessary permit submittal requirements.
- LA will respond to all permit comments from Rowan County/Town of Granite Quarry.
- 1 set of digital drawings will be provided to Benesch and the Client for printing and distribution.

#### *Task III – Bid Phase Services*

- LA will answer structure related questions during the bid period.
- LA will write an addendum(s) as required.
- LA will be present at a single pre-bid meeting.

#### *Task IV – Construction Phase Services*

LA will provide limited construction administration services on the project: 3 hours a month for (6) months. Hours exceeding the above amount will be charged as additional services.

- LA will attend all scheduled construction meetings with the general contractor, assuming one meeting each month, 3 hours total. LA will promptly respond to all issues in the minutes as prepared by the general contractor or Benesch.
- LA will review all structure related shop drawing submittals.
- LA will respond to all structure related Requests for Information.
- LA will produce Bulletin Drawings as necessary to facilitate the construction schedule.
- LA will provide walk-through inspections at the site.

### **Pedestrian Bridge (Structural Design)**

It is assumed the proposed bridge will be approximately 40-ft long and 10 ft wide (between inside faces of railings). This scope corresponds to a prefabricated truss bridge (galvanized steel or potentially aluminum), timber or concrete deck, on cast in place abutments founded on spread footings or piles (exact foundation to be coordinated with the geotechnical engineering recommendations).

Cast in place concrete wingwalls will be used at each abutment and will accommodate the required grading. The bridge will be designed to carry pedestrian loading and a Gator type utility vehicle (no trucks or heavy equipment). The layout/design of an elevated boardwalk layout/design is not part of this scope. No decorative features will be included as part of the structure. The Client should inform Benesch if any other special bridge features are desired or if a different structure type is preferred.

Benesch will then coordinate boring locations to determine and finalize the bridge foundation type/layout. During the final design phase, a full and comprehensive set of bridge plans will be generated for the new pedestrian bridge. Technical specifications/special provisions will be provided with the final plans for the bridge. As part of our efforts, we will also be providing structural calculations for the design of the abutments.

The final signed/sealed plans for the “superstructure” will not be developed by Benesch. The detailed final plans and supporting calculations for the superstructure design are generated by a 3<sup>rd</sup> party (contractor/vendor/manufacturer). Generally, in order to obtain these final signed/sealed plans and calculations for the superstructure, the project will need to be under contract for the contractor to have the manufacturer develop and provide this information. If the project is not bid and awarded to a contractor, the Client may be required to make a separate contractual commitment to receive those plans for submission.

### **Hydraulic Analysis Study**

An existing pedestrian structure crossing Legion Park Branch is proposed to be replaced, therefore a floodplain development permit will be necessary. This permit will include hydraulic analysis, modelling and documentation as required in accordance with the Rowan County Floodplain permit application and the Country Development ordinance. This analysis and documentation will be prepared for a submittal and review by the local floodplain Manager. The effort assumes that the proposed water surface elevation modeled with the proposed structure will not exceed the existing Base Flood Elevation (BFE).

If the bridge or surrounding disturbed areas deviate from the parameters defined in the existing hydraulic model resulting in an increase in the BFE, a Letter of Map Revision (LOMR) will be generated and submitted to the Floodplain Manager and FEMA to secure a permit for the project. This effort will require additional hydraulic modeling. A floodplain permit will be submitted to the Rowan County in coordination with local floodplain management.

### **Stream Enhancement Feasibility Services**

Our subconsultant, Wildlands Engineering (Wildlands), will conduct a concept-level existing conditions assessment on:

- 650 LF of Legion Park Branch from West Peeler Street to the western edge of the Granite Civic Park parcel (in line with W Church Street).
- 300 LF of Klutz Branch from West Peeler Street to its confluence with Legion Park Branch.

Wildlands’ review will qualitatively assess geomorphic stability, potential for enhancement or stabilization work, and site constraints. Two Wildlands team members with backgrounds in geomorphology will walk the stream corridor. No cross-section survey or quantitative measurements are included in this scope. Wildlands will not provide preliminary stream or wetland delineations. Wildlands will not provide threatened and endangered species survey or habitat surveys.

The drainage area for Legion Park Branch and Klutz Branch will be delineated in GIS using county topographic contours. Wildlands will use available topographic mapping, planimetrics, aerial photography, and utility mapping to assess the constraints of the site. Wildlands will not provide topographic survey, boundary survey, or utility location survey.

Using the best professional judgment based on the preliminary existing conditions assessment, constraints, and the concept park plan, Wildlands will recommend a conceptual design approach for the streams. A GIS figure illustrating the conceptual design will be developed.

Wildlands will summarize the environmental permitting process for a stream enhancement project and the associated typical review timelines, to help Benesch and Granite Quarry in planning future work.

Planning-level design and construction cost estimates will be prepared based on unit costs for enhancement, stabilization, or naturalization treatments and the linear foot of treatment(s) recommended.

Wildlands will download the current effective floodplain mapping for the site from the NC Emergency Management flood mapping website. Wildlands will summarize floodplain elevations and extents of flooding for use by Benesch in park planning, trail elevation, pedestrian bridge location, and general park design.

Wildlands will attend a kick-off meeting with Benesch. Following submittal of our concept memo, Wildlands will meet (via Teams) with Benesch and Granite Quarry staff, if desired, to discuss our findings and next steps.

#### **Construction Documents Phase (90% Completion)**

Upon approval of the design development plans, Benesch will prepare construction documents for permitting, competitive bidding, and construction based on the available budget. The specific project elements that will be incorporated into this phase will be dependent upon the schematic/design development plans, final budget estimate and direction from the Client regarding scope and budget.

We anticipate the construction document deliverables and services to include the following:

- Updated Schedule of Drawings
- Updated Existing Conditions and Demolition Plans
- Updated Site Plans
- Updated Grading and Storm Drainage Plans (inc. Stormwater Management Design)
- Utility Plans
- Construction Details
- Pedestrian Bridge Abutment Design
- Erosion Control Plans (Pre and Post Developed) with Calculations
- Playground/Splashpad Designs (from vendors)
- Landscape Plan

In addition to plan documents, we will provide technical specifications for all proposed improvements. The Project Manual will include any bid documents and/or front-end specifications that may be provided by the Client as part of the bidding process.

*\*We will coordinate with a mutually agreed upon vendor for design for the splashpad, play equipment and furnishings. This work will be included in the contract documents in the form of allowances.*

Design review submittals will be made at 90% and 100% milestones. We anticipate sit down or video conference reviews at each submittal. An updated and refined detailed budget estimate will be developed at the 90% milestone. This estimate will be used to establish the final construction budget.

### **Final Construction Documents (100% completion)**

Benesch will prepare final construction documents (plans and specifications) for permitting, competitive bidding, and construction based on the available construction budget. These final plans will incorporate requested revisions from the Client and regulatory agencies. Plans may include project alternates for a portion of the improvements. Note: Two (2) bid sets will be prepared, Bid Set #1 – Phase A, (Initial Bid) Bid Set #2 – Phase B (Future Bid). All documents will be submitted to the Client for final review. One Teams meeting is included in this phase.

### **Permitting Phase**

Once Construction Documents have been completed and approved by the Client, Benesch will submit construction documents to all relevant review agencies, monitor plans during the review process, and respond to questions and comments. This proposal assumes all permitting fees will be paid by the Client or the future contractor. This proposal includes one (1) round of permit review comments. Additional rounds of comments will be invoiced on an hourly basis. Anticipated review agencies include:

- NCDEQ – Stormwater Management/Erosion Control
- Town of Granite Quarry – Site Plan Review
- Salisbury-Rowan Utilities – Water/Sewer
- Rowan County – Building/Splash Pad\*

*\*This proposal assumes the general contractor selected for the project will submit for and secure the building permit(s) for the structures. The splash pad vendor will submit for and secure the health dept. permit for the splash pad.*

### **Bidding Phase (Phase A Only – 4 weeks estimated)**

After permits have been secured, Benesch will assist the Client during the bidding phase for Phase A. This proposal is based on the premise of conducting one (1) single prime formal bid period. The bidding phase shall include the following tasks:

- Prepare a bid advertisement for posting/distribution.
- Conduct one (1) pre-bid conference; prepare meeting notes and distribute.
- Respond to bidder's questions, issuing addenda as required clarifying bid documents.
- Conduct one (1) bid opening, provide bid tabulation and contractor recommendation to the Client.

### **Construction Phase (Phase A Only - 8 months estimated)**

For the purposes of this proposal, we have assumed approximately eight (8) months for the Phase A construction period. Benesch will assist the Client in administration of the single prime general construction contract by:

- Conducting a pre-construction meeting; distribution of meeting notes
- Conducting monthly (6) construction meetings/site inspections with distribution of meeting notes and field reports.
- Respond to contractor's Requests for Information (RFI)
- Review shop drawings and product submittals
- Review contractor's pay applications

Continuing post-pandemic related conditions related to labor, materials and shipping shortages could cause periods of delay that are not in Benesch's control. Should phases of project construction exceed 8 months, Benesch is available to provide additional construction administration for an additional fee. Benesch has the option to delay site visits during times when construction work is not active.

### **Project Closeout (Phase A Only)**

In addition to the administration services noted above, Benesch will assist the Client with project closeout for Phase A by:

- Attending a pre-final inspection (1) and preparing a pre-final punch list
- Attending a final inspection (1) and preparing a final punch list
- Attending a project closeout walk-thru (1) and providing record documents (as provided by the contractor\*) which reflects the completed project.

*\*Note: The general contractor(s) will be required to verify as-built conditions conform to plans and specifications and provide record drawings to Benesch for inclusion into closeout documents.*

### **COMPENSATION**

Based on our current knowledge of work, as well as discussion with the Client regarding the project, Benesch will be responsible for the work as described in the Scope of Work and will work with the Client on a lump sum fee as follows:

<b>Design Fees:</b>	<b>Fee</b>
Subsurface Exploration/Geotechnical Engineering	\$ 9,600
Schematic Design/Design Development Phase	\$ 36,000
Construction Documents Phase	\$ 54,700
Architectural/Structural Design	\$ 83,175
Pedestrian Bridge Structural Design	\$ 14,000
Hydraulic Analysis Study	\$ 12,000
Stream Enhancement Feasibility	\$ 16,000
Permitting Phase	\$ 13,500
Bidding Phase	\$ 11,000
Construction Services/Project Close Out Phases	<u>\$ 44,700</u>
<b>Total Design Fees</b>	<b>\$294,675</b>

### **Reimbursable Expenses (Allowance) \$ 4,500**

Reimbursable expenses are costs incurred for shipping, printing, mileage, and other direct costs. Reimbursable expenses are estimated not to exceed the above amount and will not, without written authorization from the Client. These expenses are separate from the Design Fees listed above. All permitting fees will be paid by the Client or the future contractor.

### **WORK NOT INCLUDED**

The design and engineering fees quoted above are for the services listed in this proposal. Services beyond the scope of this proposal include:

- Off-site utilities design
- Streetscape improvements to any adjacent streets
- Right-of-way/Easement services
- Special Inspections or certifications
- LOMAR/Hydraulic modeling, if required
- Rezoning/Special Use Permits
- Pump station systems
- Traffic studies

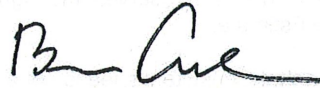
- Section 401/404 permitting
- Any public participation processes and public meetings or any other meetings are not included other than those listed above.
- Renderings, sketches, or models
- Structural design for any retaining walls. If needed, these are assumed to be segmented retaining wall systems and would be handled as a delegated design through the general contractor.
- Bidding and Construction Phase services for Phase B
- No Stormwater Certification included. Assuming this will occur with the Phase B project closeout

Once again, it is a pleasure to assist you and the Town of Granite Quarry with the transitioning of the Granite Civic Park Master Plan and PARTF Site Plan into detailed design and construction. If you find this proposal to be acceptable, you may indicate your concurrence in the space provided below and return it to our office. Once executed, we can begin work immediately. The attached standard Terms and Conditions for Professional Services is incorporated into and made a part of this agreement.

Sincerely,

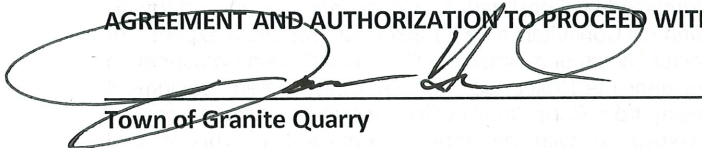


Jonathan D. Wood, PLA CLARB  
Senior Project Manager



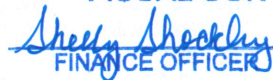
Brian Cannella, PLA  
Charlotte Branch Manager, VP

AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK INDICATED ABOVE.

  
Town of Granite Quarry

2/11/25  
Date

"THIS INSTRUMENT HAS BEEN  
PREAUDITED IN THE MANNER  
REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND  
FISCAL CONTROL ACT."

  
FINANCE OFFICER

2/11/25  
DATE





## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**2.4.4** If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

### **SECTION 3 - Term of Agreement**

#### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of Agreement**

##### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

##### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

#### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION 4 - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.



Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

☒ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☒ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☒ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☒ **S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

Town of Granite Quarry

**FISCAL YEAR 2024-2025  
BUDGET AMENDMENT REQUEST #6**

Feb 10, 2025


**PURPOSE:** To increase Governing Body – Training (01-4110-31) by decreasing General Fund Contingency (01-9910-97) in the amount of \$4,000 to allow Council Members to attend the City Vision conference and register one Council Member for the NCBEMO conference.

**General Fund – Fund 01**

**Expenses:**

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-4110-31	Governing Body – Training	\$ 4,000.
01-9910-97	General Fund Contingency	( \$ 4,000)
Total Increase/Decrease:		\$ 0

The above Budget Amendment was approved / denied by the Manager or Board on 2/10/2025.

  
Brittany H. Barnhardt, Mayor

  
Shelly Shockley, Finance Officer



Office of The Mayor:

# Proclamation

**WHEREAS**, Black History Month is a time to honor and celebrate the rich cultural heritage, achievements, and contributions of Black individuals throughout history, recognizing their enduring influence across all areas of society, including arts, sciences, politics, social justice, and education; and

**WHEREAS**, the history of Black Americans is one of resilience, courage, and determination as generations have worked tirelessly to overcome adversity and pave the way for a more just and inclusive society; and

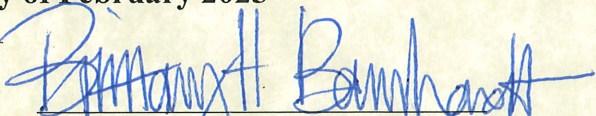
**WHEREAS**, Black leaders, activists, artists, scholars, and ordinary citizens have shaped the course of history and continue to inspire future generations with their strength and vision for progress; and

**WHEREAS**, Black History Month serves as a reminder that the fight for equality, justice, and freedom continues and that we must remain steadfast in our commitment to create a world that values diversity, respect, and opportunity for all.

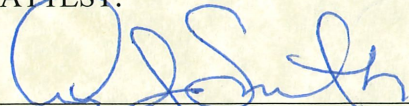
**NOW, THEREFORE, BE IT PROCLAIMED** that I, Brittany H. Barnhardt, Mayor of Granite Quarry, North Carolina, do hereby proclaim the month of February as Black History Month. This month, we stand united in reflection, remembrance, and celebration of the profound impact of Black history on the world and recognize the ongoing efforts to build a more inclusive and equitable society for all.

I encourage everyone to engage in learning, dialogue, and action to honor the legacy of Black Americans and to work toward the realization of a world where justice, equality, and dignity are upheld for all people, regardless of race or background.

**ADOPTED this 10<sup>th</sup> day of February 2025**

  
Brittany H. Barnhardt, Mayor

ATTEST:

  
Aubrey Smith, Town Clerk