



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN ORGANIZATIONAL MEETING
December 2, 2019 • 7:00 P.M.**

Call to Order – Mayor Feather

Moment of Silence

Pledge of Allegiance

1. Oath of Office for Mayor

Oath Administered by Jeffrey R. Barger, Rowan County Clerk of Court

William D. Feather

Mayor

2. Oath of Office for Aldermen

Oath Administered by Jeffrey R. Barger, Rowan County Clerk of Court

Jim Costantino

Alderman

James Douglas “Doug” Shelton

Alderman

3. Election of Mayor Pro-Tempore

1. Call for Nomination for Mayor Pro-Tempore

2. Motion for election of One of the Nominees as Mayor Pro-Tempore

4. Approval of the Organizational Agenda

5. Oath of Office for Mayor Pro-Tempore

Oath Administered by Jeffrey R. Barger, Rowan County Clerk of Court

6. Appointment of Interim Town Clerk

ACTION REQUESTED: Motion to appoint Aubrey Smith as Interim Town Clerk.

**7. Appointment/Oath of Office for Interim Town Clerk/Town Attorney
*Administered by Mayor William D. Feather, Town of Granite Quarry***

Aubrey Smith
Chip Short

Interim Town Clerk
Town Attorney

8. Appointment of Board Members

1. Board Appointments to the Transportation Advisory Committee for Cabarrus- Rowan MPO (2 persons)
2. Board Appointments to the Centralina COG Board of Delegates (2 persons)
3. Board Appointments to serve as liaisons the Revitalization Team (2 persons)
4. Board Appointments to serve as liaisons to the Parks, Events, and Recreation Committee (2 persons)
5. Board Appointments to serve as liaisons to the Community Appearance Committee (2 persons)
6. Board Appointments to the Town Hall Remodeling Committee (2 persons)

9. Approval of the Consent Agenda

a. Approval of the Minutes

- Regular Board Meeting Minutes - November 4, 2019
- Call Meeting Minutes – November 22, 2019

b. Departmental Reports (*Reports in Board packet*)

c. Financial Report

d. Marple Property Offer to Purchase

10. Town Events

- a. **Food Drive** – continues until December 31st
- b. **Christmas Trees Go Up Around Granite Lake Park** –now in progress until Friday, December 6th
- c. **Santa at the Park/Tree Lighting** – Saturday, December 7th @ Granite Lake Park 3:00 P.M. – 5:00 P.M. Tree lighting @ 5:00 P.M.

11. Citizen Comments (*All comments are limited to 6 minutes. No sharing of minutes with other citizens*)

12. Guests and Presentations

13. Town Manager's Update – 10 minutes

- Town Manager Monthly Report
- Quick Glance Update
- GQ Town Square Presentation
- GQ Town Square Design Recommendation

14. Old Business

a. COMMITTEE UPDATES – 10 minutes

- Parks and Recreation - Alderman Cress
- Revitalization – Aldermen Costantino

15. New Business and Action Items – 15 minutes

a. 2020 Board of Aldermen Regular Meeting Schedule

ACTION REQUESTED: Motion to approve the 2020 Board of Aldermen Meeting Schedule and 2020 Holiday Schedule as presented by Staff.

b. Board of Aldermen Planning/Budget Retreat – Set Date

ACTION REQUESTED: Request approval to schedule Board of Aldermen Budget Retreat for date certain in February 2020.

c. Board Appointment – Parks, Events, and Recreation Committee (PERC)
Received application from Jim LaFevers

ACTION REQUESTED: Motion to appoint Jim LaFevers to the PERC Committee.

d. RESOLUTION NO. 2019-23 – Resolution of the Board of Aldermen of the Town of Granite Quarry, North Carolina, partnering with the U.S. Census Bureau and the State of North Carolina to support the Goals for the 2020 Census and Disseminate the 2020 Census Information

ACTION REQUESTED: Adoption of Resolution 2019-23 for support for the 2020 Census.

e. AMENDMENT TO ORDINANCE NO. 2019-08 A Moratorium Prohibiting the Establishment and/or Expansion of Sweepstakes Cafes.

ACTION REQUESTED: Motion to extend the ending date for the Moratorium prohibiting the establishment and/or expansion of Sweepstakes Cafes to ninety-six (96) days January 7, 2020.

16. Board Comments

17. Mayor's Notes – Announcements and Date Reminders

- a. **Food Drive** – Going on now through the end of the month. A collection box is located in the lobby of Town Hall
- b. **Rowan Chamber Business After Hours** – Monday, December 9th @ 5:00 P.M. – 7:00 P.M. @ Novant Health (Rowan Medical Center), 612 Mocksville Ave. in the Lobby.
- c. **Planning Board Meeting** – Tuesday, December 9th @ 5:30 P.M.
- d. **Rowan EDC Winter Party** – Thursday, December 12th @ Morgan Ridge Railwalk, 421 N. Lee Street 5:30 P.M. – 7:30 P.M.
- e. **Parks, Events and Recreation Committee Meeting** – Monday, December 16th @ 5:00 P.M.
- f. **Zoning Board of Adjustment** – Monday, December 16th @ 5:30 P.M.
- g. **Revitalization Team Meeting** – Tuesday, December 17th @ 3:30 P.M.
- h. **Cabarrus-Rowan County MPO Meeting** – **NO MEETING DUE TO CHRISTMAS**
- i. **Town Hall Offices Closed** – Wednesday December 25th & Thursday, December 26th in observance of Christmas
- j. **Board of Aldermen Meeting** – Monday, January 6th @ 7:00 P.M.

Adjournment

Agenda Item Summary

Organizational Meeting

December 2, 2019

Agenda Item 4

Summary:

The Board may discuss, add, or delete items from the Organizational Meeting agenda.

Action Requested:

Motion to adopt the December 2, 2019 Board of Aldermen Organizational Meeting Agenda (as presented / as amended).

Approval of Agenda

Motion Made By:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Second By:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

For:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Against:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

In case of tie:

Mayor Bill Feather

For
Against

Agenda Item Summary

Organizational Meeting

December 2, 2019

Agenda Item 6

Appointment of Town Clerk

Summary

Appointment of Aubrey Smith as Interim Town Clerk

Attachments

Action Requested

Motion from the Board to appoint Aubrey Smith as Interim Town Clerk.

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

Agenda Item Summary
Regular Monthly Meeting
December 2, 2019
Agenda Item 9

Summary

The Board may discuss, add, or delete items from the consent agenda.

Attachments:

- A. Approval of Minutes
 - Regular Board Minutes – November 4, 2019
 - Call Meeting Minutes – November 22, 2019
- B. Departmental Reports
- C. Financial Report
- D. Marple Property Offer to Purchase

Action Requested

Motion to approve the consent agenda (as presented / as amended).

Approval of Consent Agenda

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
REGULAR MEETING MINUTES
Monday, November 4, 2019**

Present: Mayor Bill Feather, Mayor Pro Tem Jim LaFevers, Alderman Jim Costantino, Alderman Kim Cress and Alderman John Linker

Staff: Interim Town Manager Larry Smith, Town Clerk/HR Officer Tanya Word, Town Planner Steve Blount, Fire Chief/Maintenance Supervisor Jason Hord, Finance Officer Shelly Shockley, Town Attorney Chip Short, Deputy Clerk/Finance/HR Analyst Aubrey Smith, Planning Coordinator Holly-Anne Franco

Call to Order: Mayor Feather called the meeting to order at 7:00 p.m.

Moment of Silence: Mayor Feather opened the meeting with a moment of silence.

Pledge of Allegiance: The Pledge of Allegiance was led by Scout Spencer Chandler.

1. Approval of the Agenda:

Mayor Feather presented the requested changes which included moving the Audit Report from item 9a, to 4a under Guest Presentations; added an Offer to Purchase Town Property as a new item 8a under Old Business; and sending item 6c, the Rezoning of Grateful Heart Ministries, back to the Planning Board without holding the Public Hearing.

Alderman Linker proposed adding the Chiefs' presentation as the new item 5a under Town Events.

ACTION: Mayor Pro Tem LaFevers made a motion to accept the agenda with modifications. Alderman Costantino seconded the motion. The motion passed with Mayor Pro Tem LaFevers, Alderman Costantino and Mayor Feather in favor and Aldermen Cress and Linker opposed.

Alderman Linker expressed concern over not holding the Rezoning Public Hearing after many people showed up to be heard. Mayor Feather encouraged the citizens to speak during the public comments.

2. Approval of the Consent Agenda:

a. Approval of the Minutes

- Regular Board Minutes – October 7, 2019
- Recess Minutes – October 10, 2019
- Recess Minutes – October 11, 2019
- Special Call Meeting Minutes – October 25, 2019

b. Departmental Reports (*Reports in Board packet*)

c. Financial Reports

ACTION: Alderman Costantino made a motion to approve the consent agenda. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

3. Citizen Comments

- Melissa Efird, 603 Hillside Street, Landis - spoke in favor of hand-delivering code enforcement paperwork and increasing deadlines to return paperwork.
- Margaret Waynick, 420 St. Luke Church Rd., - spoke in favor of increasing deadlines for code enforcement paperwork and asked whether it was necessary to enforce codes on accessory buildings.
- Thomas Brown, 706 Dunns Mtn. Rd., - spoke in favor of the rezoning of Grateful Heart Ministries.
- Eva Mae Cress, 411 Dunns Mtn. Rd. - spoke in support of the pastors of Grateful Heart Ministries.
- Bryan Smith, 1515 S. Salisbury Ave., Spencer - spoke in favor of the rezoning of Grateful Heart Ministries.
- Brenda Morgan, 410 Rockcreek Rd., Rockwell - spoke in favor of the rezoning of Grateful Heart Ministries.
- Johnny Morgan, 410 Rockcreek Rd., Rockwell - spoke in favor of the rezoning of Grateful Heart Ministries.
- Willie Moses, 706 Dunns Mtn. Rd. - spoke in favor of the rezoning of Grateful Heart Ministries.
- Matthew Fullam, 2450 Hwy 152 E - spoke in favor of the rezoning of Grateful Heart Ministries.
- Drake Morgan, 1250 Shuping Mill Rd., Salisbury - spoke in favor of the rezoning of Grateful Heart Ministries.
- Nathan Harrell, 1115 Grady St. - spoke in favor of the rezoning of Grateful Heart Ministries.

- Debbie Fullam, 2450 Hwy 152 E. - spoke in favor of the rezoning of Grateful Heart Ministries.
- Pamela Smith, 1113 Crosby St. - spoke in favor of the rezoning of Grateful Heart Ministries.
- Mary Ponds, 709 S. Salisbury Ave. - spoke in favor of sending the rezoning of Grateful Heart Ministries back to the Planning Board for further review.
- Randy Reynolds, 706 Dunns Mtn. Rd. - spoke in favor of the rezoning of Grateful Heart Ministries.
- Alanzo Jones, 330 Moon Circle, Salisbury - spoke in favor of the rezoning of Grateful Heart Ministries and stated that the traffic wouldn't increase.
- Mike Brinkley - spoke in favor of continuing the moratorium for the electronic gaming, returning the proposed electronic gaming rezoning to the Planning Board for further review, and completing the streets and sidewalks jointly.

4. Guests and Presentations

- Review and Accept Audit** – Eddie Carrick of Eddie Carrick, CPA, PC handed out a “cheat sheet” with highlights and discussed the FY 18-19 Audit with the Board.

ACTION: Mayor Pro Tem LaFevers made a motion to approve the auditor's report. Alderman Linker seconded the motion. The motion passed with all in favor.

5. Town Events

- Backpack and Toy Drive** - Chief Hord spoke about a backpack and toy drive by Jarrell Imes sponsored by GQFD and GQPD. The collection will start November 5th and run through December 9th.
- Medication Collection** - Chief Cook spoke about the medication collection effort and the adding additional collection points including Price Pharmacy, Novant Health and Rowan Diagnostic in Faith.
- Food Drive** – is up and going until Tuesday, December 31st. The collection box is in the lobby of Town Hall.
- Christmas Trees Go Up Around Granite Lake Park** – Monday, December 1st – Friday, December 6th.
- Santa at the Park/Tree Lighting** – Saturday, December 7th at Granite Lake Park 3:00 p.m. – 5:00 p.m. Tree lighting at 5:00 p.m.

6. Public Hearings

- Project Profile Trail**

This item was continued from the August 5, 2019, September 3, 2019, and October 7, 2019 meetings. There was a request to close the Public Hearing with

no action taken. Based on conversation with the site consultant, “the project is currently on hold while the company analyzes a few things.”

Opened: Mayor Feather opened the public hearing at 7:43 p.m.

There were no public comments.

Closed: Mayor Feather closed the public hearing at 7:44 p.m. with no action taken.

b. Comprehensive Plan Update

Mayor Feather read a brief statement regarding the updating process for the Comprehensive Plan.

The Board discussed some of the comments from the Comprehensive Plan Public Workshop that was held by the Planning Board and asked the Town Planner for clarification.

Opened: Mayor Feather opened the public hearing at 7:48 p.m.

The Board reviewed comments from the Planning Board Public Workshop.

Comments: Mayor Feather opened the floor for citizen comments.

- Ed Shell, 510 Lewis Street - spoke in opposition of the Comprehensive Plan Update. Mr. Shell expanded on statements made during the Comprehensive Plan Public Workshop held by the Planning Board.

Closed: Mayor Feather closed the public hearing at 8:01 p.m.

The Board discussed the Comprehensive Plan updates and the need for clarification and some possible revisions before approval.

ACTION: Alderman Costantino made a motion to send the Comprehensive Plan back to the Planning Board for review. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

The Board asked that the items discussed at the Public Hearing be considered by the Planning Board. The Board will send their questions and comments to the Town Planner.

7. Town Manager’s Updates

a. Project Updates

Mr. Smith reviewed the progress of some of the Board's major goals and projects including recodification of the ordinances and the Town Square project.

8. Old Business

a. Offer to Purchase Town Property 316 S. Main Street

Mayor Feather read the memo regarding the offer to purchase 316 S. Main Street.

ACTION: Alderman Costantino made a motion to accept the offer to purchase the property at 316 S. Main Street. Alderman Cress seconded the motion. The motion passed with all in favor.

Board discussion included whether a fee would be associated with the Town leasing the property for use as a limb and leaf storage facility while another site was found and the closing date. There was clarification that there would not be a fee.

The Board gave Mr. Smith direction to move forward with accepting the offer.

b. Committee Updates

i. **Parks and Recreation** – Mayor Pro Tem LaFevers shared about the Family Fun Fest held on October 19, 2019.

ii. **Revitalization** – Aldermen Costantino stated the Revitalization project would be discussed later in the meeting.

c. ORDINANCE NO. 2019-10 Electronic Gaming Text Amendment Presentation

Based on Board of Aldermen feedback, staff respectfully recommends that the Table of Uses be amended to show Electronic Gaming Operations as a Conditional Use in the HI zoning classification and keep the restrictions as currently adopted in Section 4.6.4. NOTE: A key sentence in that text says, “...shall be prohibited within one hundred (100) feet of any residential structure.” Since the measurement in this language is from structure to structure instead of structure to zoning district, there would be property in the current HI zoned property that could be used for the Electronic Gaming Operation, eliminating the concern that this amendment effectively was zoning this legal operation out of business.

Please see the attached map and proposed text amendment.

ACTION: Alderman Linker made a motion to extend moratorium for 30 days and send the Electronic Gaming Text Amendment back to the Planning Board. Alderman Costantino seconded the motion. The motion passed with all in favor.

9. New Business and Action Items

- a. **316 S. Main Street Agency Agreement Renewal** (Victor Poplin) – the current listing [between The Town of Granite Quarry and Select Properties of the Carolinas, LLC] has expired and the Real Estate Agent Victor Poplin has requested to renew the agreement until the December 31, 2019.

ACTION: Mayor Pro Tem LaFevers made a motion to renew the agreement between The Town of Granite Quarry and Select Properties of the Carolinas, LLC until December 31, 2019. Alderman Costantino seconded the motion. The motion passed with all in favor.

- b. **RESOLUTION NO. 2019-21 Recodification of Ordinances** – A Resolution of the Board of Aldermen of the Town of Granite Quarry, North Carolina, Authorizing the Mayor to Enter into A Three-Year Agreement with Municode to Provide Recodification, Supplementation and Online Code Hosting Services.

At the February Planning Retreat, Town Clerk Tanya Word summarized the recodification of ordinances process, and responses received from a Request for Proposals from recodification vendors. The Board approved budgeting \$11,950 in FY19-20 for the recodification process.

We have now completed and confirmed an updated copy of the code of Ordinances to be able to formally begin the recodification process. The Clerk has received an updated proposal from Municode for (a) recodification in the amount of \$11,950; (b) My Municode annually \$1,195 (Fee is waived for the first year).

An Information Sheet and Project Work Plan (PWP) is attached.

ACTION: Alderman Linker made a motion authorizing the Mayor to enter into a three-year agreement with Municode for their Recodification, Supplementation and Online Code Hosting Services. Alderman Cress seconded the motion. The motion passed with all in favor.

- c. **RESOLUTION NO. 2019-22** – A Resolution of the Board of Aldermen of the Town of Granite Quarry, North Carolina, accepting the March 1, 2019 General Records Retention and Disposition Schedule as Issued by The North Carolina Department of Natural and Cultural Resources for Local Government Agencies.

According to G.S. § 121-5(b) and G.S. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, the Town of Granite Quarry is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how significant.

Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Richard Pearce-Moses, A Glossary of Archival and Records Terminology). Town of Granite Quarry must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."

ACTION: Alderman Linker made a motion to approve Resolution No. 2019-22 to accept the March 1, 2019 General Records Retention and Disposition Schedule for Local Government Agencies as Issued by the North Carolina Department of Natural and Cultural Resources for Local Government Agencies. Alderman Costantino seconded the motion. The motion passed with all in favor.

d. Police Patrol Vehicle Purchase – Based upon the prescribed population formula, the Town of Faith's reimbursement amount for this year's Police budget is \$153,243. Faith Board representatives on the Joint Police Authority (JPA) advised us in June that they could only commit to reimbursing \$146,000 at that time (shy \$7,243) ... but agreed to reconvene and reassess the towns' financial positions at the end of the 1st quarter.

- The cost of a new Patrol Vehicle (\$ 41,000) was therefore included in the adopted FY19-20 budget, but its purchase was delayed until at least the end of the 1st quarter for further JPA review and assessment.
- The JPA met 9/25/19. Chief Cook advised that preliminary completion of the Town of Granite Quarry's audit shows \$16,904 in

FY18-19 unspent funds carrying over into this FY. Also, as of 9/25/19, difficulty staffing the 2 FT officer positions this year had already resulted in additional unspent funds of \$25,354 within this FY as well. The total of these two things = \$ 42,258.

The JPA has approved moving forward with the patrol car purchase, based on those items clearly covering the cost of the vehicle (i.e., even if it hadn't already been budgeted).

Since the Granite Quarry Town Board had specifically considered Faith's reimbursement amount itself as part of the budget adoption, staff felt it best to double check back with the Board to make sure it concurs with the purchase based on the above reasoning. Under this reasoning, the Town of Granite Quarry indeed does not expend any more funds than what we already planned and budgeted, but the Town of Faith would still only be reimbursing \$146,000 for this fiscal year.

Town of Granite Quarry FY19-20 Adopted Budget, page 4

There was consensus from the Board that the reasoning behind the patrol car purchase satisfied the concerns noted by the Board as part of its FY19-20 Budget adoption.

ACTION: Alderman Linker made a motion to move forward with the purchase of the Police Patrol vehicle. Alderman Costantino seconded the motion. The motion passed with all in favor.

- e. **Town Hall Upgrades** - During this year's budget planning process, the Town Board determined it was not feasible to proceed with the full Town Hall Renovation project in light of other major projects and priorities to which Granite Quarry was already committed in this fiscal year. The Board asked staff to look into any possible Town Hall upgrades that we could potentially accomplish within this fiscal year that might still make a positive impact in downtown revitalization.

Attached is a spreadsheet of the proposed upgrades and their estimated construction costs only.

The Building Committee has reviewed the proposal with the Revitalization Team. The Committee recommends approval from the Board to move forward with the project.

ACTION: Mayor Pro Tem LaFevers made a motion to approve moving forward with planning the Town Hall Upgrades project at a project scope not to exceed \$299,999. Alderman Cress seconded the motion. The motion passed with all in favor.

Staff will work with RBS to refine the specifications and costs and then bring back a final Project Ordinance to the Board for review that appropriates the finalized construction costs, architectural/construction administration fees, contingencies, and so forth per the General Statutes and Generally Accepted Accounting Principles (GAAP).

- f. Streets and Sidewalk Project** – In August the Board voted to revise the scope of this year’s street & sidewalk repairs to a \$350,000 Capital project, to be paid back using the \$50,000 from the next 7 years of Powell Bill Funds.

Staff had to compile a full financial picture of current projects before the Local Government Commission (LGC) could even consider our request. On October 10th we passed the pre-application conference with the LGC for our proposal, so they’ve now given us the actual application to begin completing for their formal review process.

We can of course continue to proceed with *both* streets and sidewalks included in the financing proposal. An idea we have bounced off LGC and DOT though is whether we should consider separating sidewalks from the financing & application, since that would:

- Allow us to move forward with sidewalk repairs sooner (*possibly* even before winter)
- Give us more “bang for our buck” through bidding streets and sidewalks separately
- Simplify the application & financing proposals to a streets-only construction project

The Town’s current Powell Bill fund balance is \$84,724.

ACTION: Mayor Pro Tem LaFevers made a motion to:

1. Use up to \$84,724 of our current Powell Bill fund balance toward beginning a Sidewalk repairs project now.
2. Continue with the LGC application and financing proposal as a Streets-only Streets and Sidewalk project less that amount.

Alderman Cress seconded the motion. The motion passed with all in favor.

The Board clarified by consensus that the intention was to begin immediate work on sidewalk repairs for major needs and combine the Streets and Sidewalks Project for the LGC application and financing proposal.

g. Maintenance Department Surplus

There was a request from the Maintenance Department for the following:

- 1988 Chevrolet C2500 Convey to Town of Faith Public Works Department
(G.S. 160A-280) Convey to non-profits, sister cities, and other units of government – does not apply to schools
- Older cordless Dewalt Drill and Impact – Doesn't Work

There was Board discussion concerning whether the items should be given away or sold on GovDeals.

ACTION: Alderman Linker made a motion to list the 1988 Chevrolet C2500 and cordless Dewalt Drill and Impact on GovDeals. Alderman Costantino seconded the motion. The motion passed with all in favor.

h. Board Appointments – Planning Board

Received applications from:

- Jared Mathis lives in the ETJ
- Jamie Vanhoy lives in Town

NOTE: *There are vacancies on the Planning Board for:*

- Town (Alt)
- ETJ (Alt)

ACTION: Alderman Costantino made a motion to appoint Jared Mathis to the Planning Board as alternate for the ETJ district and Jamie Vanhoy to the Planning Board as a Town alternate. Alderman Linker seconded the motion. The motion passed with all in favor.

i. Budget Amendment Request #2 – To transfer funds from Fund Balance Appropriated (01-3991-99) in an amount not to exceed \$6,500 to Maintenance Contracted Services (01-4190-60) for an emergency repair to the culvert located at the State Employee's Credit Union site.

ACTION: Alderman Linker made a motion to approve Budget Amendment #2 as presented. Alderman Costantino seconded the motion. The motion passed with all in favor.

j. Proclamation – Veterans Day

Mayor Feather recognized the Proclamation regarding Veterans Day in the Board packet.

10. Board Comments - There were no Board comments.

11. Mayor's Notes – Announcements and Date Reminders

- a. Food Drive** – Going on now through December 31. A collection box is in the lobby of Town Hall
- b. Town Hall Offices Closed** – Monday, November 11 in observance of Veterans Day
- c. Rowan Chamber Business After Hours** – Monday, November 11, 5:00 p.m.– 7:00 p.m., Salisbury Eyecare & Eyewear, 205 E. Council St., Suite B.
- d. Planning Board Meeting** – Tuesday, November 12, 5:30 p.m.
- e. CCOG Executive Board Meeting** – Wednesday, November 13, 6:00 p.m.
- f. Parks, Events and Recreation Committee Meeting** – Monday, November 18, 5:00 p.m.
- g. Revitalization Team Meeting** – Tuesday, November 20, 10:00 a.m. **updated*
- h. Cabarrus-Rowan County MPO Meeting** – Wednesday, November 27, 5:30 p.m.
- i. Town Hall Offices Closed** – Thursday, November 28 & 29 in observance of Thanksgiving
- j. Board of Aldermen Organizational Meeting and Swearing in Ceremony of Newly Elected Officials** – Monday, December 2, 7:00 p.m.

12. Closed Session

Motion to Go into Closed Session

ACTION: Mayor Pro Tem LaFevers made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) for the discussion of personnel matters, and N.C. General Statutes Section 143-318.11(a)(5) to establish and instruct staff on the material terms of a proposed agreement for the acquisition of town property by purchase, option, exchange, or lease of town property on behalf of the Town. Alderman Linker seconded the motion. The motion passed with all in favor.

The Board took a five-minute break before the start of the closed session.

Mayor Feather left during the break.

Motion to Come Out of Closed Session

ACTION: Mayor Pro Tem LaFevers made a motion to return to open session. Alderman Costantino seconded the motion. The motion passed with all in favor.

ACTION: Alderman Linker made a motion for staff to move forward with the planning and necessary documents for possible purchase of property related to leaf and limb storage. Alderman Cress seconded the motion. The motion passed with all in favor.

13. Adjournment

ACTION: Alderman Linker made a motion to adjourn. Alderman Cress seconded the motion. The motion passed with all in favor.

The meeting was adjourned at 9:04 p.m.

Respectfully Submitted,

Aubrey Smith
Deputy Clerk

DRAFT



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
SPECIAL CALLED MEETING MINUTES
Friday, November 22, 2019**

Present: Mayor Pro Tem Jim LaFevers, Alderman Jim Costantino, Alderman Kim Cress and Alderman John Linker

Not Present: Mayor Bill Feather

Staff: Interim Town Manager Larry Smith, Town Attorney Chip Short, Town Clerk/HR Officer Tanya Word, Deputy Clerk Aubrey Smith, Fire Chief/Maintenance Supervisor Jason Hord

Call to Order: Mayor Pro Tem LaFevers called the meeting to order at 1:00 p.m.

1. Approval of the Agenda:

ACTION: Alderman Linker made a motion to approve the agenda as presented. Alderman Costantino seconded the motion. The motion passed with all in favor.

2. Discussion of Architect's Agreement for Town Hall

The Board reviewed the agreement from Ramsay, Burgin, Smith, Architects, Inc. for Phase 1- Façade Improvements for Town Hall. There was Board discussion with the architect representative, Danny Ray Norman, Jr., AIA, regarding the scope of the project. Discussion included what materials would be used and the timeline for project completion, which Mr. Norman stated could potentially be July 1, 2020.

ACTION: Alderman Costantino made a motion for the Interim Town Manager to sign the agreement. Alderman Linker seconded the motion. The motion passed with all in favor.

3. Motion to Enter into Closed Session

ACTION: Alderman Linker made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) for the discussion of personnel matters. Alderman Costantino seconded the motion. The motion passed with all in favor.

Motion to Come Out of Closed Session

ACTION: Alderman Linker made a motion to return to open session. Alderman Costantino seconded the motion. The motion passed with all in favor.

The Board took a five-minute break.

The Board takes the following action as a result of discussion in closed session:

ACTION: Alderman Linker made a motion that the Board recognize the counseling session forms for the Clerk and Interim Manager created by the Mayor on 10/14/19 were improperly done and moved to clarify that in the record. Alderman Cress seconded the motion. The motion passed with all in favor.

ACTION: Alderman Linker made a motion to authorize the Interim Town Manager to execute the reviewed severance package and present it to the employee. Alderman Cress seconded the motion. The motion passed with all in favor.

4. Adjournment

ACTION: Alderman Costantino made a motion to adjourn. Alderman Linker seconded the motion. The motion passed with all in favor.

The meeting was adjourned at 2:11 p.m.

Respectfully Submitted,

Aubrey Smith
Deputy Clerk



Town of Granite Quarry Fire Department

Established May 15th, 1950

PO Box 351

www.granitequarrync.gov

Granite Quarry, NC

704/279-5596



Board Report November/2019 Chief Hord

Emergency Calls for Service November 2019

29 calls in district

- 15 - EMS (including strokes, falls, diabetic, CPR and other Medical needs)
- 1- Brush Fire
- 1- Structure fire, no fire
- 1- Vehicle fire, out on arrival
- 1- Explosion/investigation, nothing found
- 2- Public Assist/Assist invalid
- 3- Service Call (non-emergency assistance)
- 1-MVA's (Motor Vehicle Accident)
- 2-Fire Alarm
- 2-Move ups to our quarters

18 calls to Salisbury

- 11- Alarm/Structure, EMS calls canceled en-route
- 3- Staged en-route or on scene then released
- 1-Move up
- 2- Structure Fires, manpower

12 calls to Rockwell Rural

- 2- Structure Fires, Manpower
- 1- Brush fire
- 1-EMS
- 5- Fire alarm
- 1- Lines down
- 2- Traffic accident

5 calls to Union

- 3- Fire alarm, cancelled en route
- 2- EMS

3 Calls to Rockwell City

- 3-Cancelled En Route

5-Call to South Salisbury–

- 3- Structure fires, manpower
- 2- Cancelled en route

1- Call 57 POV assisted Landis FD lines down

1- Call to East Spencer working fire, manpower

TOTAL – 74

ACTIVITIES

- Daily activities include apparatus & equipment checks, training, station maintenance, pre-plan development, hose and hydrant maintenance, water points, emergency response, public education, inspections and the assistance of other divisions within the Town of GQ.
- Our monthly training included E.M.T. continuing education. Joint Training with Faith F.D. and Rockwell Rural F.D. along with monthly OSSI/MCT meeting/training.
- Multiple days of driver training, water point training and district familiarization. Weekly shift training on new Salisbury FD PDA's, 1st due engine work, pump ops, fire behavior, OSHA/Hazmat yearly update.
- Car Seat Check Station on Thursday from 1 p.m.to 4 p.m. – 3 seats installed/checked.
- Installed smoke detectors for resident.
- 2 Station/Apparatus Tours (Nonscheduled, Walkup, & Scheduled)
- Site Reviews and Business info updates with part-time and fulltime personnel at new bike park & Village at Granite.
- Thursday's communities in school lunch with GQ elementary school students

EQUIPMENT

- PM's completed on E571 & E-572
- Multiple water leaks repaired on E-572



November 2019 Maintenance Report

- Normal Maintenance Duties Daily- (parks, cleaning, mowing, edging, service on equipment, limbs & sweeping)
- Leaf pick up – Every other week
- Pm check on generator
- Christmas lights checked / repaired
- Veteran’s Day flags up
- Trail gravel filled and limbs cut back
- OSHA and equipment safety training
- Winterized Civic Park restrooms / fountains
- Town Hall roof drains cleaned and repaired
- Put up Christmas decorations with assistance of Faith
- Leaf vac hydraulic pump replaced for hose boom

2007 Ford Truck Mileage – 56,729	+94 miles
1995 Ford Dump Truck Mileage – 36,464	+105 miles
2009 Ford Truck Mileage – 61,573	+1029 miles
2019 Ford Truck F350 - 835	358 miles



**Planning Department Report
For December 2, 2019 Board of Aldermen Meeting**

1. Planning Board
 - a. Met November 12, 2019
 - i. Did not have a quorum so no official business handled
 - ii. Had informal discussion on various issues referred back to Planning Board by Board of Aldermen
2. SECU
 - a. Structural steel being installed
3. Village at Granite
 - a. Six homes at various stages of completion
 - b. Sales office and parking lot basically complete
 - c. Common area's playground complete
 - d. 18 zoning permit applications in hand for review and approval as of 11/22/2019
4. Stoneglenn Subdivision
 - i. Still working with developer on approval of engineering drawings
5. Subdivision project at corner of Yadkin and Kern Streets
 - a. 1st home rough framing almost complete
6. Working with Rowan County to update Town's Zoning Map
7. Worked with developer of S Highway 52 (across from high school) property on proposed rezoning to Highway Business
 - a. Received initial plans showing division of property for requested rezoning
8. Working on Conditional Use Permit request for 144 S Salisbury Ave. to continue existing use as car dealership
 - a. ZBA hearing scheduled for 12/16/2019
9. Comprehensive Plan
 - a. Referred to Planning Board by BoA for additional consideration
10. Electronic Gaming Arcade Text Amendment
 - a. Referred to Planning Board by BoA for additional consideration
11. Grateful Heart Ministries Rezoning
 - a. Property owner has withdrawn application for rezoning

12. Reviewing Minor Subdivision (2.3-acre plot divided into 3 lots) on Dunn's Mountain Rd
 - a. Hope to approve 11/22/2019
13. Met with potential buyer for existing mobile home park to discuss rules for upkeep and replacement of existing homes
14. Met with developer concerning requested major subdivision (92-acre original plot with two small lots being divided off). Existing parcel is Brown property used for vineyard.
15. Approved recombination plat for three lots at corner of Oak and Peeler Streets to be used for three duplex apartments
16. Initial contact made by developer of property at Main and Rowan Streets to be developed into apartments
 - a. Referred their engineer to our UDO for guidance
17. Issued numerous zoning permits for single family homes
18. Advised by NCDOT that we were not awarded pedestrian/bicycle planning grant
19. Updated Town's Zoning Maps which will be posted in various spaces.



Planning Department Report
Monthly Report
November 2019

Planning:

23 Permit Applications

23 Permits Approved
 00 Permits Denied

Date	Address	Permit	Status
11/1/19	270 Lyerly Drive	Addition to residence	Approved
11/14/19	1227 Stonewyck Drive	Residential	Approved
11/14/19	1231 Stonewyck Drive	Residential	Approved
11/22/19	175 Clearbrook Drive	Addition to residence	Approved
11/22/19	6060 US Hwy 52	Internal repairs	Approved
11/22/19	Village at Granite	18 lots - Residential	Approved

03 Permit Inquiries

Inquiring Party	Zoning	Building Type	Notes
S Highway 52	RL	Business	Inquiry about rezoning to HB
Dunns Mountain Road	RL	Residential	Subdivision – 3 lots under review as of 11/22/19
S Highway 52	RL	Residential	Major subdivision inquiry

Planning Board:

- Met on Tuesday, November 12, 2019 – did not have quorum for meeting

Zoning Board of Adjustment:

- No business/hearings in November
- Will meet December 16, 2019 at 5:30

Code Enforcement:

08 Offenses

- 03 Abatement by owner / party at interest (2 rolled over from October resolved)
- 01 Abatement by Town
- 06 Not yet due / pending disposition

00 Notice of Bill

00 Civil citation issued



Granite Quarry-Faith Joint Police Authority

P.O. Box 351 • 143 North Salisbury Ave, Granite Quarry, NC 28072
Office: (704)279-2952 • Fax: (704)279-6648



Police Department Report

November 2019

- Call volume report for the month of Nov. 2019:

- Date of Report: 11/25/19
 - Total calls for service/activities – 269
 - Calls for Service total Granite Quarry: 222
 - Calls for Service total Faith: 47
 - Incident Reports- 8
 - Arrest Reports- 1
 - Crash Reports- 7
 - Traffic Citations- 12
- See Attached for Total Calls for Service.

- The following is the ending and average mileage for each vehicle by month:

221-	End-	43,480
222-	End-	49,014
224-	End-	60,970
225-	End-	50,040
226-	End-	29,536
227-	End-	44,438
228-	End-	22,363
229-	End-	31,200
230-	End-	11,557

- Other Information:

- Average response time for November CFS is 4.59 minutes.
- Drug Collection Box. October 2019: 3.13 pounds collected.
- October CID Report. 5 Cases assigned; 4 Cases cleared; 44 follow-ups conducted; 83 open assigned cases.
- Officers completed 64 hours of in-service or continuing education training in October.

GQPD**Number of Events by Nature**

November 2019

Nature	# Events
104D1 RESIDENTIAL BURG ALARM	2
104D2 COMMERCIAL BURG ALARM	3
106B3 PAST SEXUAL ASLT-CHILD	1
106B5 PAST ASSAULT	1
106D3 SEXUAL ASSAULT-CHILD	1
110B2 PAST RESIDENTIAL B&E	2
111D1 DAMAGE TO PROPERTY	1
111D2 MISCHIEF-DAMAGE TO PROP	1
113B2 OTHER NOISE COMPLAINT	1
113B5 DISTURBANCE - IMPAIRED	1
113D1 DISTURBANCE / PHYSICAL	2
113D2 DISTURBANCE / VERBAL	4
114D1 PHYSICAL DOMESTIC	1
114D2 VERBAL DOMESTIC	2
115D1 DRIVING UNDER INFLUENCE	2
116D1 DRUGS (USE-POSSESSION)	1
118B1 FRAUD-PAST CRIMINAL	1
118D2 FRAUD-FORGERY	1
118O2 FRAUD-INFORMATION	1
119B3 HARASS - PAST THREAT	1
125B1 CHECK WELFARE - ROUTINE	1
125B2 LOCKOUT - ROUTINE	4
125D1 CHECK WELFARE-URGENT	2
125O1 PUBLIC SVC - REFERRAL	1
127D2 SUICIDE THREAT	1
129B2 SUSPICIOUS VEH (PAST)	1
129C1 SUSPICIOUS PERSON	3
129C3 SUSPICIOUS VEHICLE	1
129C5 SUSPICIOUS CIRCUMSTANCE	2

Nature	# Events
130B1 LARCENY (ALREADY OCC)	3
130B3 THEFT FROM VEH (PAST)	1
130D1 LARCENY	2
131B1 TRAFFIC ACCIDENT - PD	4
131B3 HIT & RUN	2
132B1 MINOR TRAFFIC VIOLATION	2
132C1 SEVERE TRAFFIC VIOLATION	1
132C2 HAZARDOUS ROAD CONDITION	1
133D1 TRESPASSING	1
135D1 ARMED SUBJECT	1
135D2 SHOTS FIRED (SUSP SEEN)	1
4B3 ROUTINE ASSAULT / SEX ASLT	1
911 HANG UP	18
ASSIST FIRE DEPT	3
ASSIST MOTORIST	3
ATTEMPT TO LOCATE	1
BURGLARY ALARM	3
BUSINESS OR HOUSE CHECK	111
DELIVER MESSAGE	4
DOMESTIC PROPERTY PICKUP	3
ESCORT FUNERAL OR OTHER	1
FOLLOWUP	15
GENERAL INFORMATION	3
ILLEGAL BURNING	1
LAW CALL	2
MISDIAL	1
PARK CHECK	5
REPOSSESSION	2
RESTRAINING ORDER	1
SCHOOL SECURITY CHECK	1
SUBPOENA SERVICE	3
TRAFFIC CHECK	1

Nature	# Events
TRAFFIC STOP	24
VEHICLE ACCIDENT PROP DAMAGE	3
WARRANT SERVICE	6
Total	281



Finance Department

Breakdown of Departments:

As of November 21, 2019

Department	Budgeted	YTD	
Revenues:	\$3,112,880	\$1,240,438	40%
Total Revenues:	\$3,112,880	\$1,240,438	40%
Expenses:			
Governing Body	\$16,787.00	\$8,563.69	51%
Administration	\$535,183.00	\$203,958.15	38%
Maintenance	\$730,249.00	\$152,151.24	21%
Police Dept.	\$726,268.00	\$234,392.46	32%
Fire Department	\$499,831.00	\$198,211.03	40%
Sanitation/Environmental	\$185,120.00	\$62,360.00	34%
Parks & Recreation	\$39,000.00	\$7,415.00	19%
Total Expenses	\$2,732,438	\$867,051.57	32%

Please see the Budget Vs. Actual Report attached for specific line items

* As I am working with ADP on finalizing the GL Interface, line items noted with (*) may not be 100% accurate.

Revenues:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-3100-12 Taxes - Budget Year	\$880,268	\$638,295	(241,973)	73%
01-3100-17 Tax Penalties & Interest	\$4,000	\$1,319	(2,681)	33%
01-3101-12 Taxes - Prior Years	\$10,000	\$2,044	(7,956)	20%
01-3102-12 Vehicle Tax	\$100,000	\$37,666	(62,334)	38%
01-3230-31 Local Option Sales Tax	\$746,653	\$319,767	(426,886)	43%
01-3231-31 Solid Waste Disposal Tax	\$2,185	\$1,169	(1,016)	54%
01-3260-41 Business Registration Fees	\$400	\$690	290	173%
01-3261-31 Cable Franchise Tax	\$6,397	\$2,900	(3,497)	45%
01-3300-36 Grants	\$277,800	\$0	(277,800)	0%
01-3315-33 Fireman Retirement	\$2,200	\$0	(2,200)	0%
01-3316-32 Powell Pave & Patch Funds	\$82,557	\$41,571	(40,986)	50%
01-3322-31 Beer & Wine - State	\$13,499	\$0	(13,499)	0%
01-3324-31 Utilities Franchise Tax	\$146,740	\$32,020	(114,720)	22%
01-3330-84 County First Responders	\$4,020	\$1,675	(2,345)	42%
01-3340-41 Permits	\$1,350	\$1,250	(100)	93%
01-3413-89 Miscellaneous Revenue	\$300	\$589	289	196%
01-3431-41 Police Authority Revenue_Faith	\$153,243	\$42,115	(111,128)	27%
01-3431-45 Police Report Revenue	\$100	\$45	(55)	45%
01-3431-89 Police Miscellaneous	\$1,575	\$393	(1,182)	25%
01-3471-51 Solid Waste Collection - Salisbury	\$144,000	\$65,341	(78,659)	45%
01-3491-41 Subdivision & Zoning Fees	\$2,500	\$1,155	(1,345)	46%
01-3493-26 FEMA Funds	\$437,793	\$34,675	(403,118)	8%
01-3713-33 Sal. Water/Sewer Reimbursement	\$50,000	\$0	(50,000)	0%
01-3831-89 Interest on Investments *	\$11,500	\$4,555	(6,945)	40%
01-3834-41 Park Shelter Rentals (Maint)	\$5,000	\$2,225	(2,775)	45%
01-3835-80 Police Surplus Items Sold	\$1,200	\$0	(1,200)	0%
01-3835-81 Surplus items Sold	\$18,000	\$4,111	(13,889)	23%
01-3837-31 ABC Net Revenue-Co.	\$9,600	\$4,868	(4,732)	51%
01-3991-99 Fund balance Appropriated	-	-	-	0%
	\$3,112,880	\$1,240,438	\$ (1,872,442)	40%

See last page for breakdown of account# 01-3831-89 Interest on Investments

Governing Body:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4110-02 Mayor/Alderman Salary	12,431	6,212	6,219	50%
01-4110-03 Mayor Expense	250	-	250	0%
01-4110-08 Board Expense	800	253	547	32%
01-4110-09 FICA Expense	951	476	475	50%
01-4110-14 Insurance - Workers Comp	55	60	(5)	109%
01-4110-40 Dues & Subscriptions	800	-	800	0%
01-4110-45 Insurance & Bonds	1,500	1,562	(62)	104%
01-4110-97 Board Contingency	-	-	-	0%
	\$16,787	\$8,564	\$8,223	51%

Administration:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4120-00 Salaries-Regular	\$251,855	\$104,574	147,281	42% *
01-4120-02 Salaries-Part Time	\$25,000	\$9,955	15,045	40% *
01-4120-07 401K Expense	\$12,593	\$5,410	7,183	43% *
01-4120-09 FICA Expense	\$21,179	\$8,460	12,719	40% *
01-4120-10 Retirement Expense	\$22,541	\$9,705	12,836	43% *
01-4120-11 Group Insurance	\$25,500	\$11,122	14,378	44%
01-4120-14 Insurance - Workers Comp	\$525	\$557	(32)	106%
01-4120-18 Professional Services	\$24,000	\$2,720	21,280	11%
01-4120-22 Banquet Expense	\$1,700	\$0	1,700	0%
01-4120-26 Office Expense	\$11,000	\$2,674	8,326	24%
01-4120-29 Supplies & Equipment	\$200	\$31	169	16%
01-4120-31 Training & Schools	\$8,500	\$1,666	6,834	20%
01-4120-32 Telephone/Communications	\$3,500	\$1,029	2,471	29%
01-4120-33 Utilites	\$4,500	\$1,748	2,752	39%
01-4120-34 Printing	\$4,600	\$2,017	2,583	44%
01-4120-35 Maint/Repair Equipment	\$500	\$0	500	0%
01-4120-37 Advertising	\$2,500	\$2,078	422	83%
01-4120-40 Dues & Subscriptions	\$13,300	\$11,234	2,066	84%
01-4120-45 Insurance & Bonds	\$4,000	\$4,141	(141)	104%
01-4120-49 Visionary Projects	\$6,523	\$0	6,523	0%
01-4120-50 Community Projects	\$5,000	\$2,261	2,739	45%
01-4120-60 Contracted Services	\$32,000	\$21,162	10,838	66%
01-4120-71 Water Line - Principal	\$50,000	\$0	50,000	0%
01-4120-72 Water Line - Interest	\$4,167	\$1,415	2,752	34%
	\$535,183	\$203,958	\$331,225	38%

Maintenance:					
Disp Acct	Budget	YTD	Variance	Prcnt	
01-4190-00 Salaries - Regular	\$117,500	\$45,096	\$72,404	38%	*
01-4190-02 Salaries - Part-Time	\$34,000	\$14,736	\$19,264	43%	*
01-4190-07 401K Expense	\$5,875	\$2,005	\$3,870	34%	*
01-4190-09 FICA Expense	\$11,590	\$4,626	\$6,964	40%	*
01-4190-10 Retirement Expense	\$10,516	\$3,832	\$6,684	36%	*
01-4190-11 Group Insurance	\$23,500	\$9,346	\$14,154	40%	
01-4190-14 Insurance - Workers Comp	\$4,650	\$7,222	(\$2,572)	155%	
01-4190-20 Motor Fuel	\$7,000	\$2,547	\$4,453	36%	
01-4190-21 Uniforms	\$2,000	\$828	\$1,172	41%	
01-4190-24 Maint & Repairs Buildings & Grounds	\$7,000	\$5,922	\$1,078	85%	
01-4190-25 Maint & Repairs Trucks	\$2,500	\$916	\$1,584	37%	
01-4190-26 Office Expense	\$25	\$0	\$25	0%	
01-4190-29 Supplies & Equipment	\$7,000	\$3,813	\$3,187	54%	
01-4190-31 Training & Schools	\$250	\$0	\$250	0%	
01-4190-32 Telephone/Communications	\$950	\$152	\$798	16%	
01-4190-33 Utilities	\$3,000	\$1,284	\$1,716	43%	
01-4190-34 Printing	\$50	\$3	\$47	5%	
01-4190-35 Maint & Repairs Equip	\$7,000	\$2,653	\$4,347	38%	
01-4190-45 Insurance & Bonds	\$3,050	\$3,151	(\$101)	103%	
01-4190-51 Tools & Light Equipment	\$2,500	\$877	\$1,623	35%	
01-4190-53 Cap Outlay - Veteran Memorial	\$0	\$0	\$0	0%	
01-4190-54 Cap Outlay - Vehicles	\$32,660	\$32,559	\$101	100%	
01-4190-55 Cap Outlay - Equipment	\$0	\$0	\$0	0%	
01-4190-60 Contracted Services	\$9,840	\$9,276	\$564	94%	
01-4190-97 Maintenance Contingency Fund	\$0	\$0	\$0	0%	
01-4930-24 Community Development (FEMA)	\$437,793	\$1,309	\$436,484	0%	
	\$730,249	\$152,151	\$578,098	21%	

Parks & Rec:					
Disp Acct	Budget	YTD	Variance	Prcnt	
01-6130-24 Maint/Repair Bldg & Grounds	15,000	1,310	13,690	9%	
01-6130-29 Supplies & Equipment	6,000	1,337	5,381	22%	
01-6130-33 Utilities	15,000	4,712	12,687	31%	
01-6130-60 Contracted Services	3,000	56	2,944	2%	
	\$39,000	\$7,415	\$31,585	19%	

Environmental Protection:					
Disp Acct	Budget	YTD	Variance	Prcnt	
01-4710-33 Utilities (Street Lights)	36,000	10,335	25,665	29%	
01-4710-64 Recycling	42,000	13,363	28,637	32%	
01-4710-65 Garbage Services	107,120	38,662	68,458	36%	
	\$185,120	\$62,360	\$122,760	34%	

Police Department:					
Disp Acct	Budget	YTD	Variance	Prcnt	
01-4310-00 Salaries-Regular	\$398,000	\$119,014	\$278,986	30%	*
01-4310-02 Salaries-Part Time	\$10,000	\$3,040	\$6,960	30%	*
01-4310-07 401K Expense	\$19,900	\$5,951	\$13,949	30%	*
01-4310-09 FICA Expense	\$31,212	\$9,401	\$21,811	30%	*
01-4310-10 Retirement Expense	\$38,606	\$10,814	\$27,792	28%	*
01-4310-11 Group Insurance	\$83,000	\$30,233	\$52,767	36%	
01-4310-14 Insurance - Workers Comp	\$12,750	\$14,229	-\$1,479	112%	
01-4310-20 Motor Fuel	\$19,000	\$5,616	\$13,384	30%	
01-4310-21 Uniforms	\$3,000	\$590	\$2,410	20%	
01-4310-25 Maint & Repair-Autos	\$6,000	\$2,289	\$3,711	38%	
01-4310-26 Office Expense	\$1,500	\$839	\$661	56%	
01-4310-29 Supplies & Equipment	\$8,000	\$1,157	\$6,843	14%	
01-4310-31 Training & Schools	\$3,000	\$272	\$2,728	9%	
01-4310-32 Telephone/Communications	\$8,000	\$2,961	\$5,039	37%	
01-4310-33 Utilites	\$1,600	\$622	\$978	39%	
01-4310-34 Printing	\$1,000	\$87	\$913	9%	
01-4310-35 Maint & Repair - Equipment	\$2,000	\$60	\$1,940	3%	
01-4310-40 Dues & Subscriptions	\$1,900	\$585	\$1,315	31%	
01-4310-45 Insurance & Bonds	\$11,800	\$12,266	-\$466	104%	
01-4310-54 Cap Outlay - Vehicles	\$41,000	\$0	\$41,000	0%	
01-4310-55 Cap Outlay - Equipment	\$0	\$0	\$0	0%	
01-4310-60 Contracted Services	\$25,000	\$14,367	\$10,633	57%	
	\$726,268	\$234,392	\$491,876	32%	

Fire Department:					
Disp Acct	Budget	YTD	Variance	Prcnt	
01-4340-00 Salaries - Regular	\$103,500	\$50,824	\$52,676	49%	*
01-4340-02 Salaries - Part-Time	\$200,000	\$75,473	\$124,527	38%	*
01-4340-07 401K Expense	\$5,175	\$2,745	\$2,430	53%	*
01-4340-09 FICA Expense	\$23,218	\$9,413	\$13,805	41%	*
01-4340-10 Retirement Expense	\$9,263	\$4,573	\$4,690	49%	*
01-4340-11 Group Insurance	\$25,750	\$11,284	\$14,466	44%	
01-4340-14 Insurance - Workers Comp	\$11,100	\$15,903	-\$4,803	143%	
01-4340-17 Firemen's Pension Fund	\$2,200	\$0	\$2,200	0%	
01-4340-20 Motor Fuel	\$5,000	\$1,481	\$3,519	30%	
01-4340-21 Uniforms	\$3,000	\$868	\$2,132	29%	
01-4340-25 Maint & Repairs - Vehicles	\$10,000	\$1,511	\$8,489	15%	
01-4340-26 Office Expense	\$250	\$55	\$195	22%	
01-4340-29 Supplies & Equipment	\$20,000	\$7,028	\$12,972	35%	
01-4340-31 Training & Schools	\$1,500	\$653	\$847	44%	
01-4340-32 Telephone/Communications	\$3,800	\$1,592	\$2,208	42%	
01-4340-33 Utilities	\$5,400	\$2,317	\$3,083	43%	
01-4340-34 Printing	\$425	\$45	\$380	11%	
01-4340-35 Maint & Repairs - Equipment	\$3,000	\$1,836	\$1,164	61%	
01-4340-40 Dues & Subscriptions	\$2,500	\$180	\$2,320	7%	
01-4340-45 Insurance & Bonds	\$4,750	\$7,402	-\$2,652	156%	
01-4340-55 Cap Outlay - Equipment	\$50,000	\$0	\$50,000	0%	
01-4340-60 Contracted Services	\$10,000	\$3,026	\$6,974	30%	
	\$499,831	\$198,211	\$301,620	40%	

Interest on Investments by Month For FY 2019-2020													
Acct#	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	YTD
Certificates of Deposits:													
237779	Beginning	418.18	432.13	432.14	418.18	432.13	-	-	-	-	-	-	
237809	Mid/Late	356.13	368.01	368.00	356.13	368.01	-	-	-	-	-	-	
77151	Mid Month	355.73	367.59	367.59	355.72	367.59	-	-	-	-	-	-	
50261	Beginning	287.36	296.94	296.95	287.35	296.94	-	-	-	-	-	-	
51519	Beginning	205.56	212.42	212.41	205.56	212.42	Matured	-	-	-	-	-	
		-	1,622.96	1,677.09	1,677.09	1,622.94	1,677.09	-	-	-	-	-	8,277.17
Money Market Accounts:													
19011	End	36.88	39.28	33.34	36.88	-	-	-	-	-	-	-	
7545	End	6.51	5.87	6.93	6.49	-	-	-	-	-	-	-	
3011186	End	7.95	8.47	7.18	7.94	-	-	-	-	-	-	-	
		-	51.34	53.62	47.45	51.31	-	-	-	-	-	-	203.72

Interest on Investment Account 01-3831-89 reflects interest from Certificates of Deposit Accounts only. Interest on Money Market Accounts remains in Money Market Accounts.

Total YTD: 8,480.89

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": James David Marple, Trustee of the James David Marple Living Trust, dated June 25, 2014

(b) "Buyer": Town of Granite Quarry, a NC Municipal Corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: _____
City: _____ Zip: _____
County: _____, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit 1,2 & 3 Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide 9995 at Page(s) 6043
The PIN/PID or other identification number of the Property is: 352 084, 352 083, 352 082
Other description: _____
Some or all of the Property may be described in Deed Book 1258 at Page 314

(d) "Purchase Price":

\$ 60,000.00
\$ 500.00
\$ 500.00
\$ _____
\$ _____
\$ _____
\$ 59,000.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE.**
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
Revised 7/2018
© 7/2018

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **“Earnest Money Deposit”**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the “Earnest Money Deposit”, shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer’s request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller’s sole and exclusive remedy for such breach, but without limiting Seller’s rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller’s right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller’s anticipated loss, both parties acknowledging the difficulty determining Seller’s actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **“Escrow Agent”** (insert name): Carl M. Short, Jr.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker (“Broker”) is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent’s trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina (“Attorney”) is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **“Effective Date”**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **“Due Diligence”**: Buyer’s opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction.

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(m) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on December 15, 2019 ***TIME BEING OF THE ESSENCE.***

(k) **“Settlement”**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney’s receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place on December 21, 2019 (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

“Proposed Special Assessment”: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement. Whether payable in a lump sum or future installments.

“Confirmed Special Assessment”: A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer’s and Seller’s respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. BUYER’S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer’s Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer’s failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer’s Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller’s obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan**: Buyer, at Buyer’s expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer’s obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer’s lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer’s lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation**: Buyer or Buyer’s agents or representatives, at Buyer’s expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: None

Seller warrants that there are are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.

6. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of

the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Town of Granite Quarry

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement (“Delaying Party”), and if the other party is ready, willing and able to complete Settlement on the Settlement Date (“Non-Delaying Party”) then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: Closing on parcel 352 061 is a requirement for this contract to close.

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee’s heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the “Notice Information” section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party’s agent. Seller and Buyer agree that the “Notice Information” and “Acknowledgment of Receipt of Monies” sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term “days” shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of “days” shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer’s failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:
Town of Granite Quarry
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
James David Marple Living Trust
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: William Feather

Name: James David Marple

Title: Mayor

Title: Trustee

Date: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY’S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY’S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY’S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY’S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY’S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY’S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY’S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

SELLER NOTICE ADDRESS:

Mailing Address: _____

Mailing Address: _____

Buyer Fax #: _____

Seller Fax #: _____

Buyer E-mail: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____

Listing Firm Name: _____

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Acting as Seller's Agent Dual Agent

Firm License#: _____

Firm License#: _____

Mailing Address: _____

Mailing Address: _____

Individual Selling Agent: _____

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Listing Agent License#: _____

Selling Agent Phone#: _____

Listing Agent Phone#: _____

Selling Agent Fax#: _____

Listing Agent Fax#: _____

Selling Agent E-mail: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ (“Seller”)

Buyer: _____ (“Buyer”)

Property Address: _____ (“Property”)

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

 SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____
(Signature)

Date: _____

Seller: _____
(Signature)

 ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

By: _____
(Signature)

(Print name)

 ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ AM PM

By: _____
(Signature)

(Print name)

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": James David Marple, Trustee of the James David Marple Living Trust, dated June 25, 2014

(b) "Buyer": Town of Granite Quarry, a NC Municipal Corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: _____
City: _____ Zip: _____
County: _____, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit 1,2 & 3 Block/Section _____, Subdivision/Condominium _____

_____, as shown on Plat Book/Slide 9995 at Page(s) 6043

The PIN/PID or other identification number of the Property is: pt of 352 061 not subject to lease with APC Towers, LLC

Other description: _____

Some or all of the Property may be described in Deed Book 1258 at Page 314

(d) "Purchase Price":

\$ 1.00

\$ 0.00

\$ 0.00

\$ _____

\$ _____

\$ _____

\$ 1.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE.**

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
Revised 7/2018
© 7/2018

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **“Earnest Money Deposit”**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the “Earnest Money Deposit”, shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer’s request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller’s sole and exclusive remedy for such breach, but without limiting Seller’s rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller’s right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller’s anticipated loss, both parties acknowledging the difficulty determining Seller’s actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **“Escrow Agent”** (insert name): Carl M. Short, Jr.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker (“Broker”) is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent’s trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina (“Attorney”) is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **“Effective Date”**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **“Due Diligence”**: Buyer’s opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction.

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(m) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on December 15, 2019 ***TIME BEING OF THE ESSENCE.***

(k) **“Settlement”**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney’s receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place on December 21, 2019 (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

“Proposed Special Assessment”: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement. Whether payable in a lump sum or future installments.

“Confirmed Special Assessment”: A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer’s and Seller’s respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. BUYER’S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer’s Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer’s failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer’s Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller’s obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan**: Buyer, at Buyer’s expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer’s obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer’s lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer’s lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation**: Buyer or Buyer’s agents or representatives, at Buyer’s expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
(iii) determining restrictive covenant compliance;
(iv) appraisal;
(v) title search;
(vi) title insurance;
(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
(viii) recording the deed; and
(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:
 has owned the Property for at least one year.
 has owned the Property for less than one year.
 does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: None

Seller warrants that there are are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of

the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Town of Granite Quarry

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement (“Delaying Party”), and if the other party is ready, willing and able to complete Settlement on the Settlement Date (“Non-Delaying Party”) then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee’s heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the “Notice Information” section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party’s agent. Seller and Buyer agree that the “Notice Information” and “Acknowledgment of Receipt of Monies” sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term “days” shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of “days” shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer’s failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller : _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:
Town of Granite Quarry
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
James David Marple Living Trust
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: William Feather

Name: James David Marple

Title: Mayor

Title: Trustee

Date: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY’S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY’S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY’S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY’S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY’S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY’S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY’S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Selling Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____

Acting as Seller's Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ (“Seller”)

Buyer: _____ (“Buyer”)

Property Address: _____ (“Property”)

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____
(Signature)

Date: _____

Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ AM PM

By: _____
(Signature)

(Print name)

Agenda Item Summary
Regular Monthly Meeting
December 2, 2019
Agenda Item 10

Summary

Food Drive – is up and runs through Tuesday, December 31st.
The collection box is located in the lobby of Town Hall.

Christmas Trees Go Up Around Granite Lake Park – now
in progress until Friday, December 6th

Santa at the Park Tree Lighting – Saturday, December 7th
@ Granite Lake Park 3:00 P.M. – 5:00 P.M. Tree lighting @
5:00 P.M.

Attachments

Action Requested

Town Events

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

Agenda Item Summary
Regular Monthly Meeting
December 2, 2019
Agenda Item 11

Summary

Action Requested

Citizen Comments

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

Agenda Item Summary
Regular Monthly Meeting
December 2, 2019
Agenda Item 12

Summary

Action Requested

Guests and Presentations

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

Agenda Item Summary
Regular Monthly Meeting
December 2, 2019
Agenda Item 13

Summary

Interim Town Manager Larry Smith will update the Board on town goals and town developments.

Attachments

- A. *Town Manager Monthly Report*
- B. *Quick Glance Update*
- C. *GQ Town Square Presentation*
- D. *GQ Town Square Design Recommendation*

Action Requested

Town Manager Update

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

Town of Granite Quarry
Interim Town Manager's Report
December 2019



1. **Town Goals “At a Glance” spreadsheet (attached).** I’ve updated the “At a Glance” for this quarter. Please let me know if you have any questions on any of the projects or goals between now and the meeting, and I will be happy to prepare any additional details or answers for you.
2. **Town Square redesign (attached).** Landscape architect Lynn Raker presented her preliminary findings and recommendations to the Revitalization Team on 11/20/19. Her revised presentation is attached. Please let us know if you have any feedback you’d like for us to pass along to her and/or the Team.
3. **Emergency culvert repair.** Our contractor was finally able to free the massive debris clogging the stormwater culvert at the State Employees Credit Union project. Approved “up to” amount was \$6,500. Contractor honored that even though it took more time and resources than expected.
4. **FEMA and Industrial Development Fund (IDF) Grant Projects.** Requests for Qualifications on both of these projects were issued and reviewed by each project’s grant administrator. Both approved our existing contract engineers – AWCK – for the respective projects. We are working on the Master Contracts for both projects now.
5. **Real Estate.**
 - A. **316 S Main Street.** Offer to Purchase has been executed and delivered back to our town attorney. Closing is set for 7/15/20 contingent upon developer’s plans being approved.
 - B. **Leaf and Limbs site.** Offers to Purchase have been updated per the Board’s direction from the last closed session. Town Attorney has reviewed and recommended including both on this agenda as consent agenda items. If approved, closing is set for 12/21/19, and Jason and I will be working double-time between now and then to line up state reviews & improvement-needs for the new leaf & limbs site and closure of the state mining permit, respectively.
6. **Recodification of Ordinances.** Vendor has received the executed agreement and is conducting the initial review of materials with staff ‘as we speak’.
7. **Police Vehicle.** Chief Cook was notified by the Chief’s Association and directly from Dodge that Chrysler has cancelled over 4,000 orders for the Dodge Charger. Our order was included. This was a decision by Chrysler Corporation, not anything caused by local dealers. Chief Cook is re-quoting a different vehicle and equipment now.
8. **Budget calendar.** I am refining a draft for a proposed Budget Calendar at time of report. I will have it ready to review with the Board by the meeting.

2019-2020 Project Goals
As adopted, amended, or added since February 22, 2019 Planning Retreat

GOAL	DEPARTMENT	PRIMARY	TARGET DATE	BOARD PRIORITY ASSIGNMENT	PERCENT COMPLETE June 1	PERCENT COMPLETE September 1	PERCENT COMPLETE December 1	NOTES / STATUS	PROJECTED COST	ACTUAL COST
FEMA Grant - Granite Lake Park	Maintenance	Staff	7/1/20	High	20%	30%	50%	RFQ process completed; Engineering phase underway	\$ 437,793.00	
State Utility Fund grant: utilities extension at industrial park	Economic Dev ³	Mayor, Manager	7/1/20	High	20%	30%	50%	RFQ process completed; Engineering phase underway	\$ 277,800.00	
Annual Sidewalk Repair/Street Paving (see PWP notes) Original goal replaced with different scope project (next) → Imminent sidewalk repairs approved 11/4/19	Maintenance	Chief Hord	4/1/19 12/31/19	High	10%	20%	80%	From 11/4 approval: were planning US 52 and non-US 52 imminent repairs; DOT review would hold up 52, so moving forward w/ <u>non-52</u> now; plan 52 needs Spring.	\$ 42,000.00	
Capital Streets & Sidewalks Campaign (8/5/19)	Maintenance	Chief Hord	6/1/20	High	10%	20%	30%	Local Government Commission application underway	\$ 350,000.00	
Sidewalks Downtown 52 w. No State \$ Discretionary Funds	Administration ⁷	Mayor		Low High	35%	85%	85%	Packet completed but given back to staff to re-do. Will prioritize again as soon as possible.	\$ 560,000.00	
Code Enforcement	Administration ⁵	Larry, Steve		High	20%	30%	70%	Planning Coordinator hired; code enforcement program underway, along with planning training.	\$ 32,217.00	
Recodification of Ordinances ⁴	Administration ⁴	Tanya	6/30/20	High	5%	15%	50%	Master copy of ordinance complete; codification vendor contract awarded; vendor review underway.	\$ 11,950.00	
Town Hall Informational Sign	Administration	Shelly	9/27/19	High	85%	95%	95%	Trim pieces and panels awaiting installation.	\$ 26,000.00	\$ 25,389.88
Town Hall Renovation Upgrades (Amended 6/2019) (scope amended 11/4/19)	Administration ⁶	Larry	7/1/20	High	20%	40%	50%	Architect Agreement awarded 11/22; specs underway	\$ 15,000.00 \$ 299,999.99	
Town Square (Amended 6/2019: consider w Town Hall upgrades)	Revitalization	Revitalization, Larry		High	10%	45%	60%	Preliminary redesign presented 11/20/20	\$ 40,000.00	
Patrol Vehicle Replacement - Authorization to Purchase	Police	Chief Cook	12/31/19	High	25%	50%	90%	JPA and BOA approved; vehicle ordered, PD notified 11/25 that Dodge has cancelled. Chief re-quoting.	\$ 41,000.00	
Comprehensive Land Use Plan	Planning	Steve	7/8/19	Med.	70%	85%	90%	BOA kicked back to PB 11/4; awaiting re-review.	\$ 25,000.00	
Fire Truck Refurbishment	Fire	Chief Hord	3/15/19	Med.	25%	50%	70%	Pumper stripped down, awaiting refurbisher schedule.	\$ 50,000.00	
Patrol Staffing Increase: Two Full Time Patrol Officers	Police	Chief Cook		Med.	20%	50%	60%	Positions actively being recruited; 1 hired, in training.	\$ 61,815.00	
Tennis Courts ²	Parks & Rec ²	Chief Hord		Low	0%	0%	0%	Needs to be incorporated into Master Plan	\$ 30,000.00	
Town Properties Overview - "Byrd Property"	Administration	Mayor, Manager		No Priority Assigned	90%	90%	90%	Seller delivering plaque request week of 11/25.		
316 S Main St - Property Sale	Administration	Larry, Realtor	7/15/20	No Priority Assigned	25%	30%	90%	Purchase accepted. Contingencies underway. 7/15/20 scheduled closing date.	\$ 50,000.00	\$ 67,000.00
"Well House" Property - Property Sale	Administration	Larry		No Priority Assigned	10%	50%	60%	Heirs interest exhausted; manager reviewing other sale options		
Create 5-year Plan / Master Plan ²	Parks & Rec ²	PERC Comm	2/3/20	No Priority Assigned	5%	5%	5%	Initial cost estimate secured; time and \$ prioritization.	\$ 20,000.00	
<i>Added 6/2019: NCDOT Bicycle and Pedestrian Planning Grant</i>	Planning	Steve	8/2/19	No Priority Assigned	45%	95%	95%	Added 6/2019. Grant submitted; awaiting decision.	\$ 3,500.00	
<i>Added 6/2019: Relocation search brush pile</i>	Administration	Manager, Maint	3/20/20	High	5%	30%	50%	Offers To Purchase prepared for 12/2 Consent Agenda.	\$ 115,000.00	\$ 60,001.00
<i>Added 6/2019: Faith Rd Property-Bike Park/Lease Agreement</i>	Administration	Mayor, Manager		No Priority Assigned	50%	95%	100%	Lease Agreement approved.	\$ -	\$ 250.00
Maintenance F350 - Authorization to Purchase	Maintenance	Chief Hord		High	60%	85%	100%	Truck purchased, upfitted, and in service.	\$ 30,000.00	\$ 32,553.93
Lake Park Steps	Parks & Rec	Chief Hord	4/30/19	High	90%	100%	100%	Project completed.	\$ 2,500.00	\$ 4,900.00
Two Monitors for Board Room	Administration	Chief Hord	6/30/19	High	100%	100%	100%	Project completed.	\$ 2,500.00	\$ 2,178.89
F350 Snow Plow	Maintenance	Chief Hord	N/A	Low	100%	100%	100%	Removed from budget / goals list.	\$ 8,000.00	\$ -
Dump Trailer	Maintenance	Chief Hord		Med.	100%	100%	100%	Purchased and in service.	\$ 9,000.00	\$ 8,751.00
Recycling / Solid Waste Contracts	Administration	Larry		No Priority Assigned	100%	100%	100%	Reviewed, adopted in budget.	\$ -	\$ -
Budget more for events if possible ²	Parks & Rec ²	PERC Comm		No Priority Assigned	100%	100%	100%	Reviewed, adopted in budget.	\$ 3,000.00	\$ 2,000.00
Town Properties Overview - 2400 Faith Rd	Administration	Larry		No Priority Assigned	100%	100%	100%	Reviewed and disposed at 3/2019 meeting.	\$ -	\$ -

THE SQUARE

GRANITE QUARRY, NC

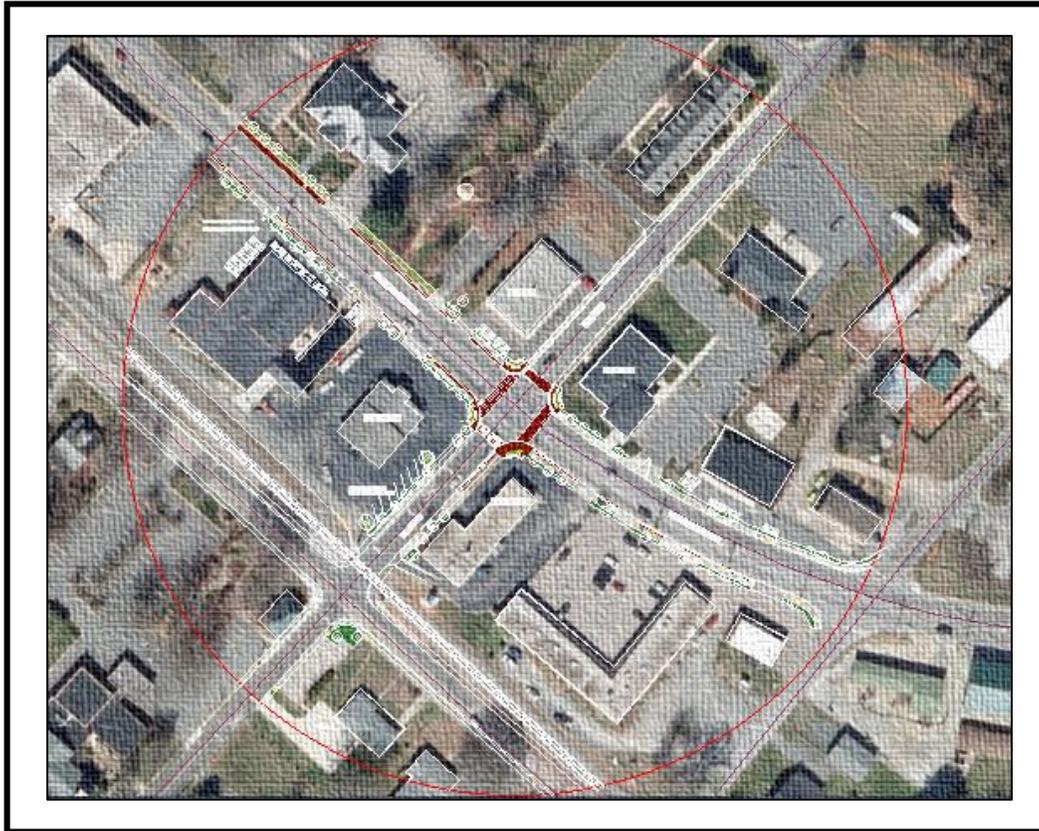
SOUTH SALISBURY AVENUE @ EAST BANK STREET

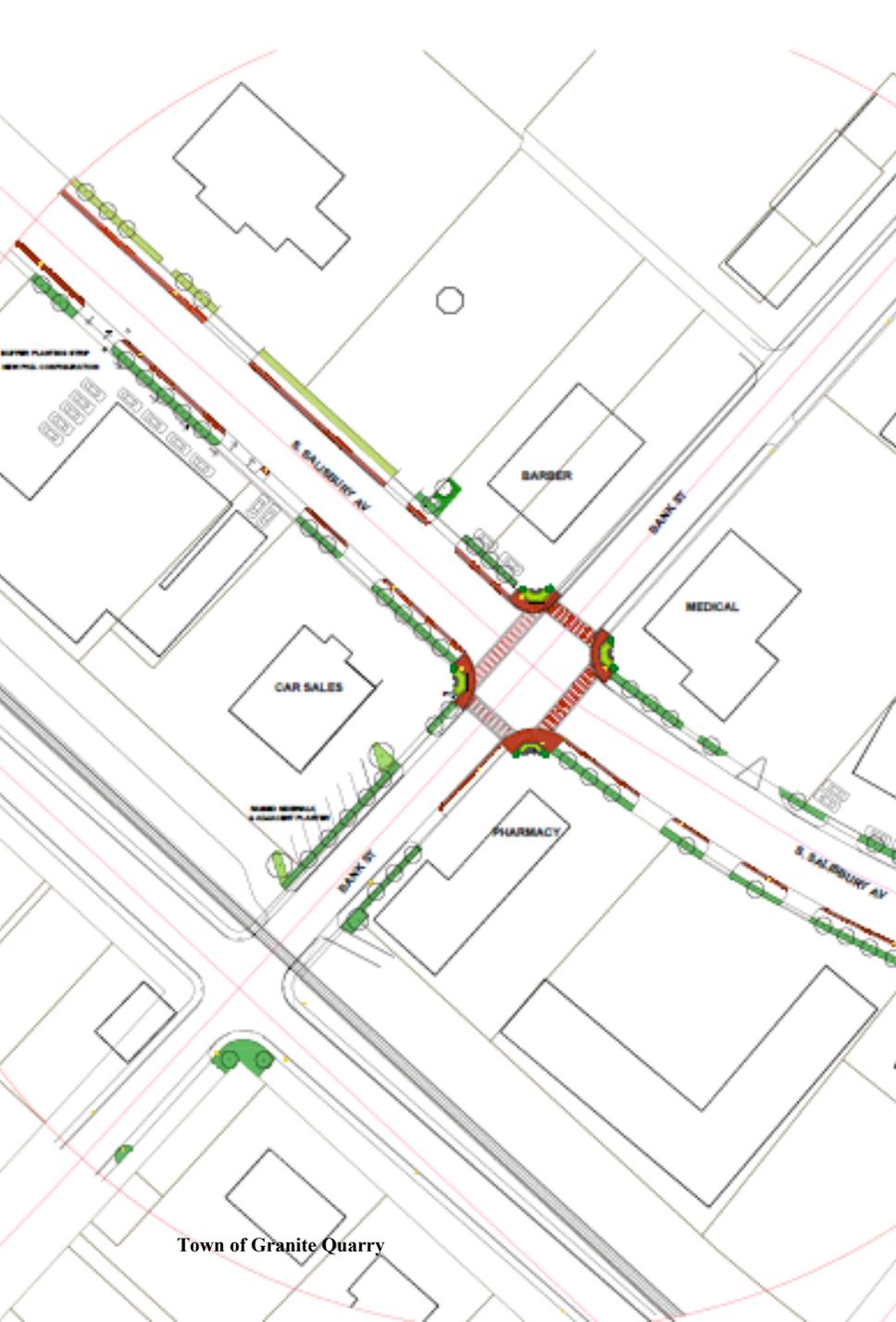
Conceptual Design prepared for Granite Quarry, NC

Lynn Raker Landscape Architecture | Lynn Raker, PLA, ASLA

CMW Design Strategies | Auggie Wong, PLA, ASLA

November 20, 2019





“THE SQUARE” IN GRANITE QUARRY DESIGN RECOMMENDATIONS

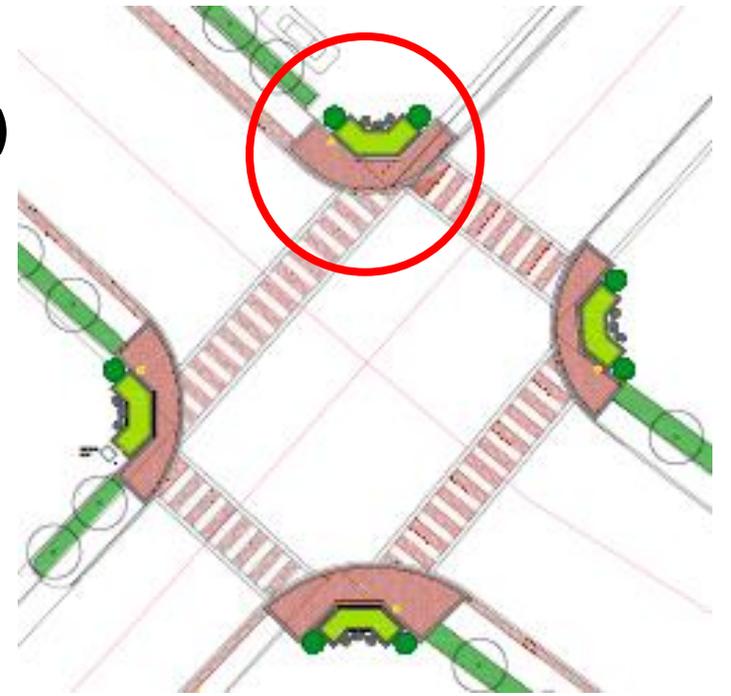
GENERAL GOALS

Per 10/21/2019 feedback, improvements at Square will:

- Provide positive visual impact and update current architectural standards.
- Incorporate granite, and possibly water.
- Be representative of January 2016 *Downtown Master Plan* recommendations.
- May be phased (\$40,000 overall budget for Square?)

“THE SQUARE” INTERSECTION IMPROVEMENTS

- Replace existing segmental block planters with 18” high brick (or granite) planters with 1.5” thick granite coping stone as shown in plan and sketches. New planters will fit within 17 ft x 17 ft x 24 ft dimensions of 1996 easements and in same location as existing planters.
- Granite “outcroppings” will provide height and a backdrop to planters.
- Brick paver sidewalk in planter area with pedestrian ramps will be installed on concrete base for stability.



Town of Granite Quarry



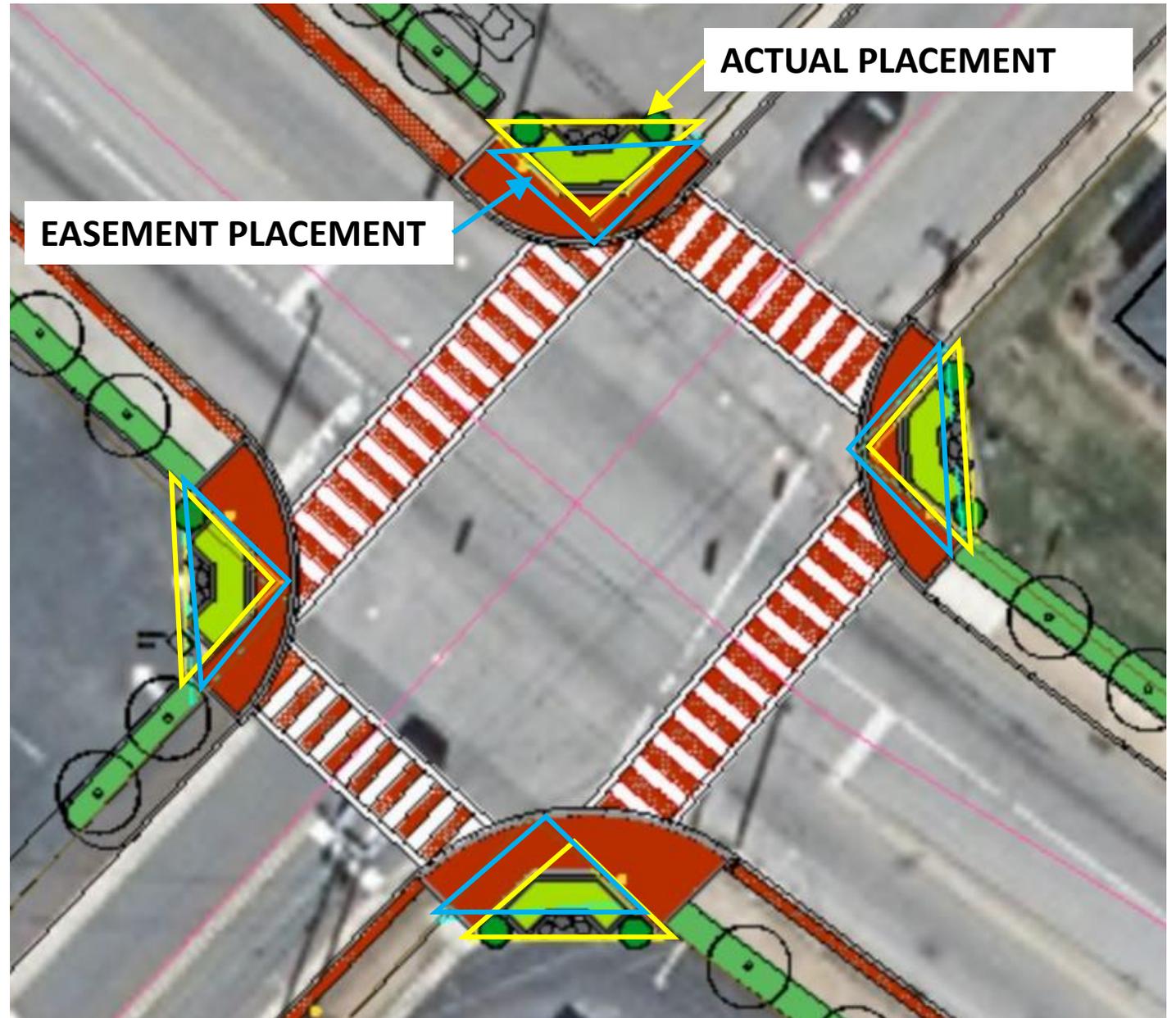
Page 68



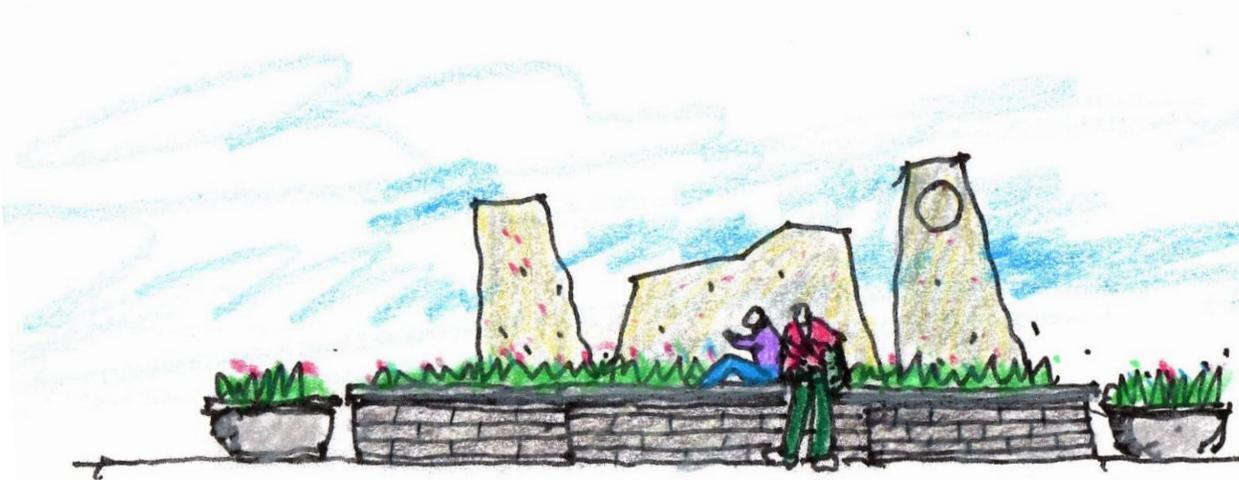
Printed on 11/26/2019

“THE SQUARE” INTERSECTION IMPROVEMENTS (cont.)

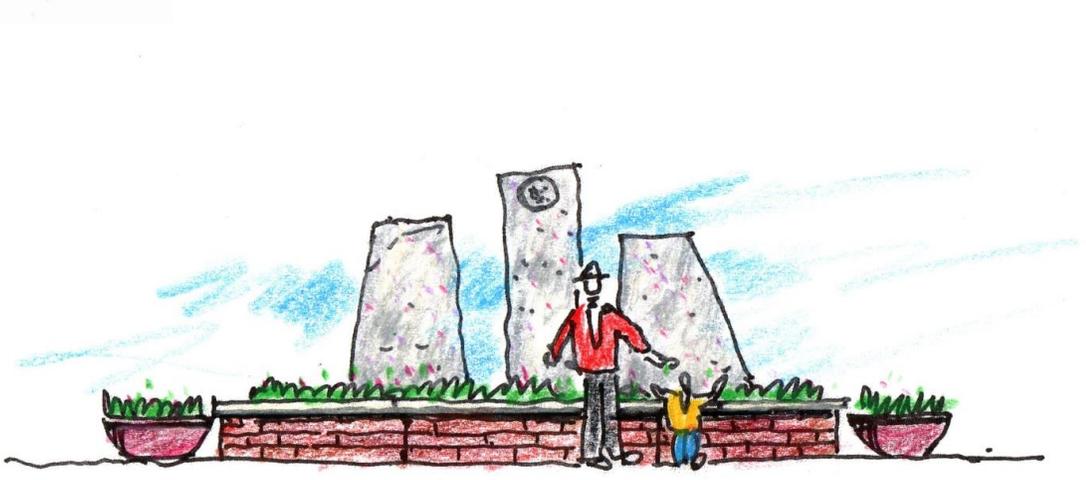
- Replace existing segmental block planters with 18” high brick (or granite) planters with 1.5” thick granite coping stone as shown in plan and sketches. New planters will fit within 17 ft x 17 ft x 24 ft dimensions of 1996 easements and in same location as existing planters.
- Install wide crosswalks with broad white thermoplastic stripes at intersection of S. Salisbury Ave and E. Bank St.
- Install pedestrian-activated signals at intersection of S. Salisbury Ave and E. Bank St.



“THE SQUARE” INTERSECTION IMPROVEMENTS (cont.)



GRANITE BLDG. BLOCK PLANTERS W/ GRANITE SLAB COPING

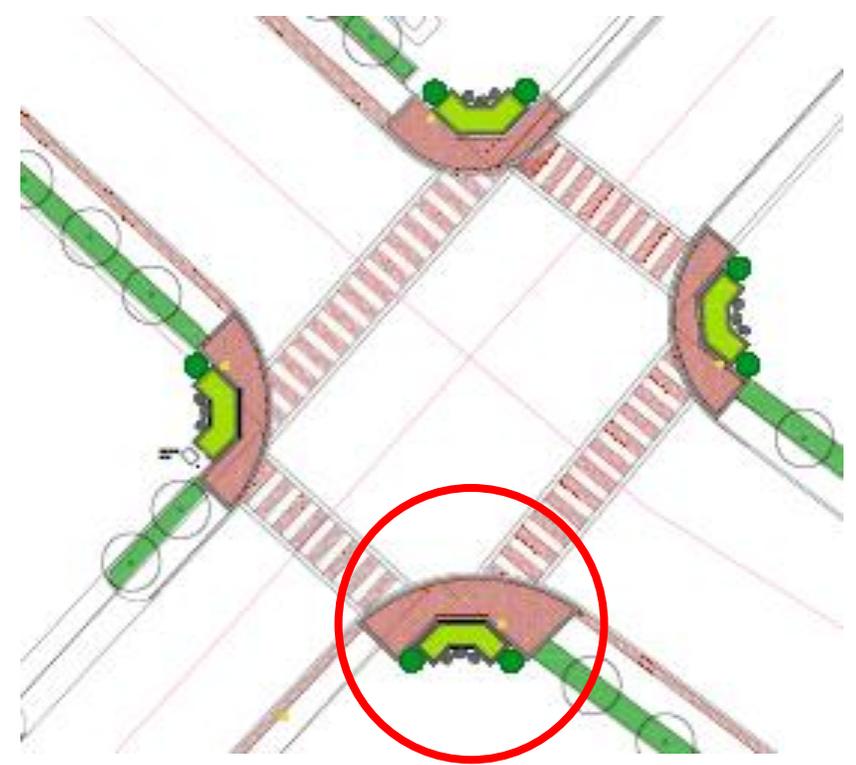
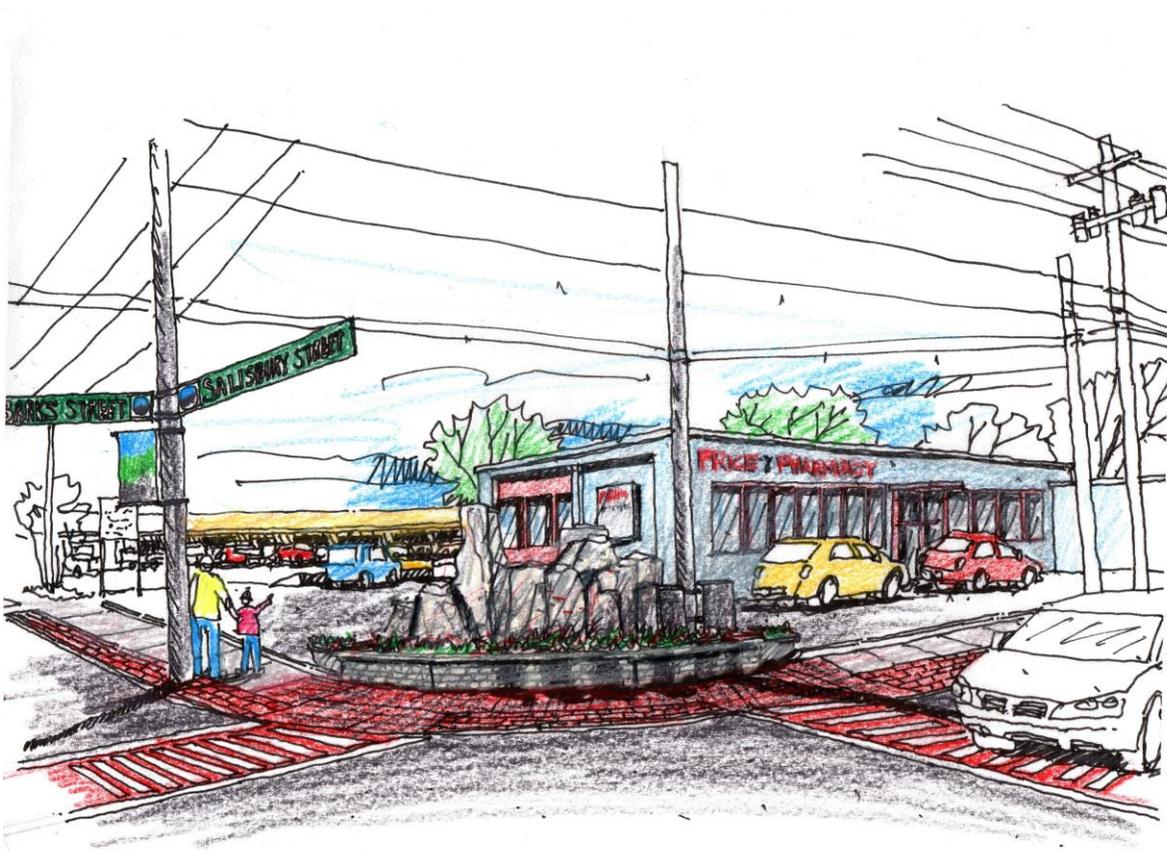


BRICK PLANTERS W/ GRANITE SLAB COPING



“THE SQUARE” INTERSECTION IMPROVEMENTS (cont.)

- Utility poles will be placed as symmetrically as possible, either adjacent to planter or just behind curb, but not within planter. New metal strain poles will be black anodized.



“THE SQUARE” INTERSECTION IMPROVEMENTS (cont.)

- Traffic signal box will be ground-mounted on side of planter. Box will be black anodized or painted with Knoxville TN technique.
- Street name signs at this intersection will be specially designed and larger than standard.



BLACK-ANODIZED SIGNAL BOX



KNOXVILLE TN PAINTED SIGNAL BOX



SPECIALTY STREET SIGNS



S. SALISBURY AVE (NORTH)



S. SALISBURY AVE (SOUTH)

APPROACH TO SQUARE (S. SALISBURY AVE)

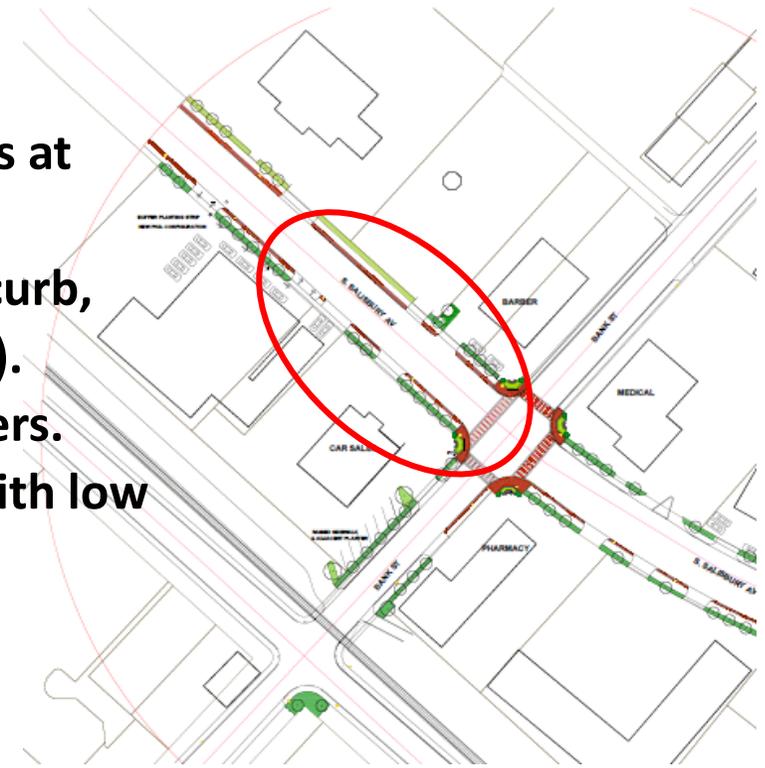
- Eliminate back-out parking onto S. Salisbury Ave wherever possible and standardize width of driveway cuts not to exceed 24' curb to curb.
- Where space allows, separate private parking from public sidewalk with low evergreen hedge and small-growing street trees.
- Remove all narrow turf areas between sidewalk and curb and replace turf with brick pavers.
- Replace curbs where deteriorated with standard 6" vertical curb (concrete or granite).
- Replace deteriorated sidewalks. Set goal for 6-foot sidewalks throughout central business area. All sidewalks will have ramps at intersections for accessibility.

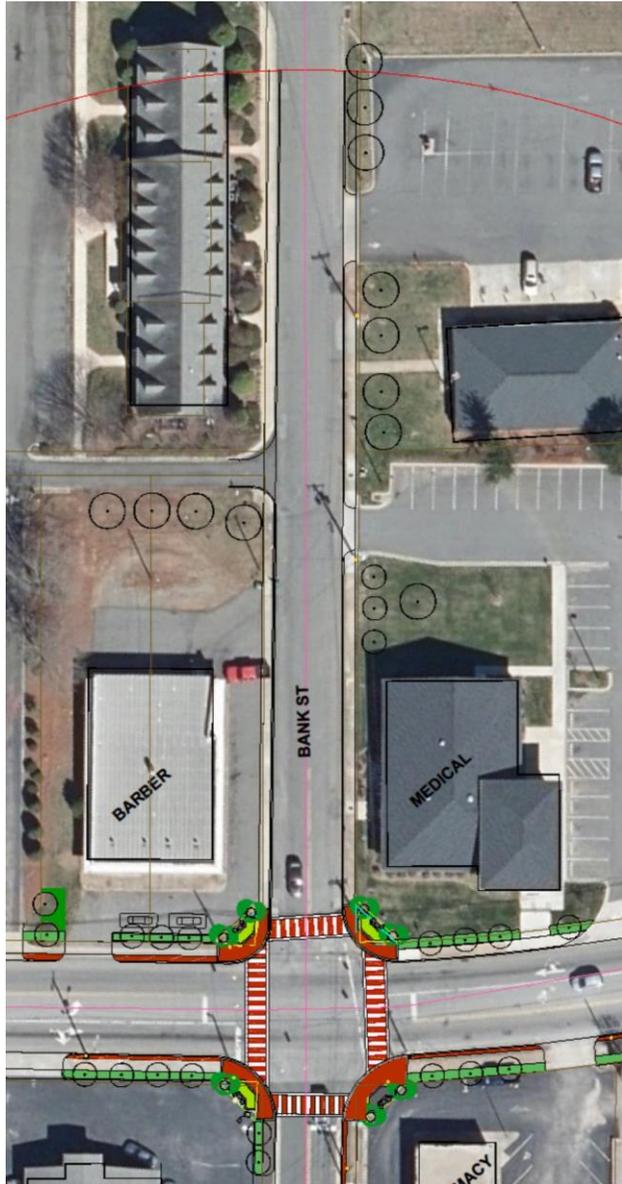
APPROACH TO THE SQUARE

- Replace deteriorated sidewalks with min. 6-foot sidewalks with ramps at intersections for accessibility throughout central business area.
- Set goal to have all utility poles either at back of sidewalk or back of curb, rather than within sidewalk area (if not underground or behind bldgs).
- Replace narrow turf areas between sidewalk and curb with brick pavers.
- Where space allows, separate private parking from public sidewalk with low evergreen hedge and/or small-growing street trees.



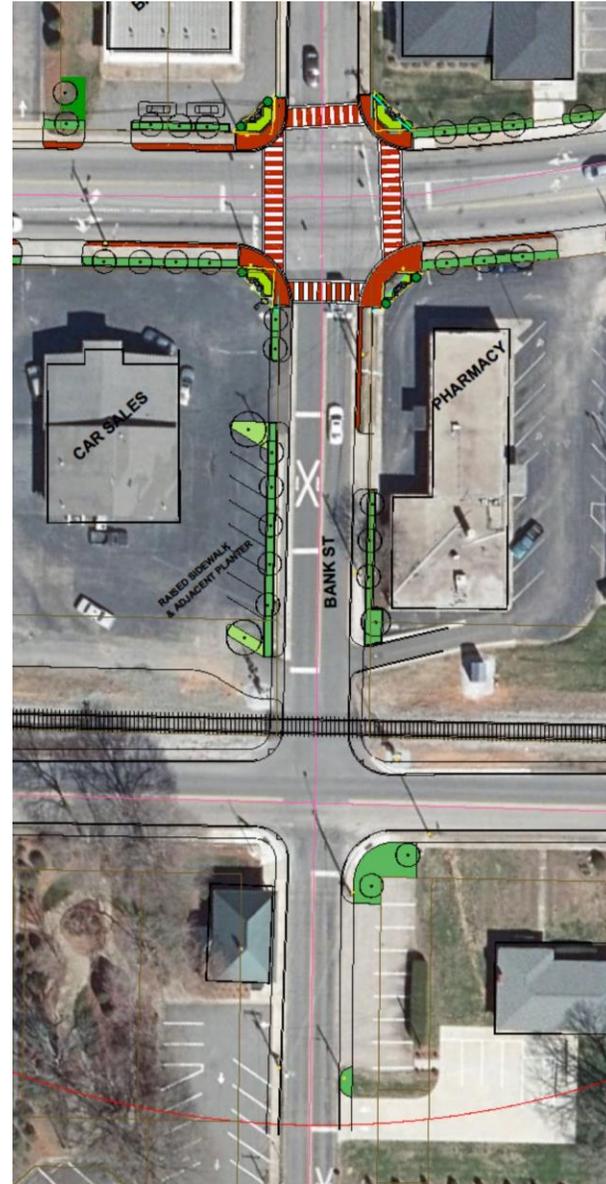
S. SALISBURY AVE HEADING SOUTH TOWARD E. BANK ST
Town of Granite Quarry





E. BANK ST (EAST)

Town of Granite Quarry



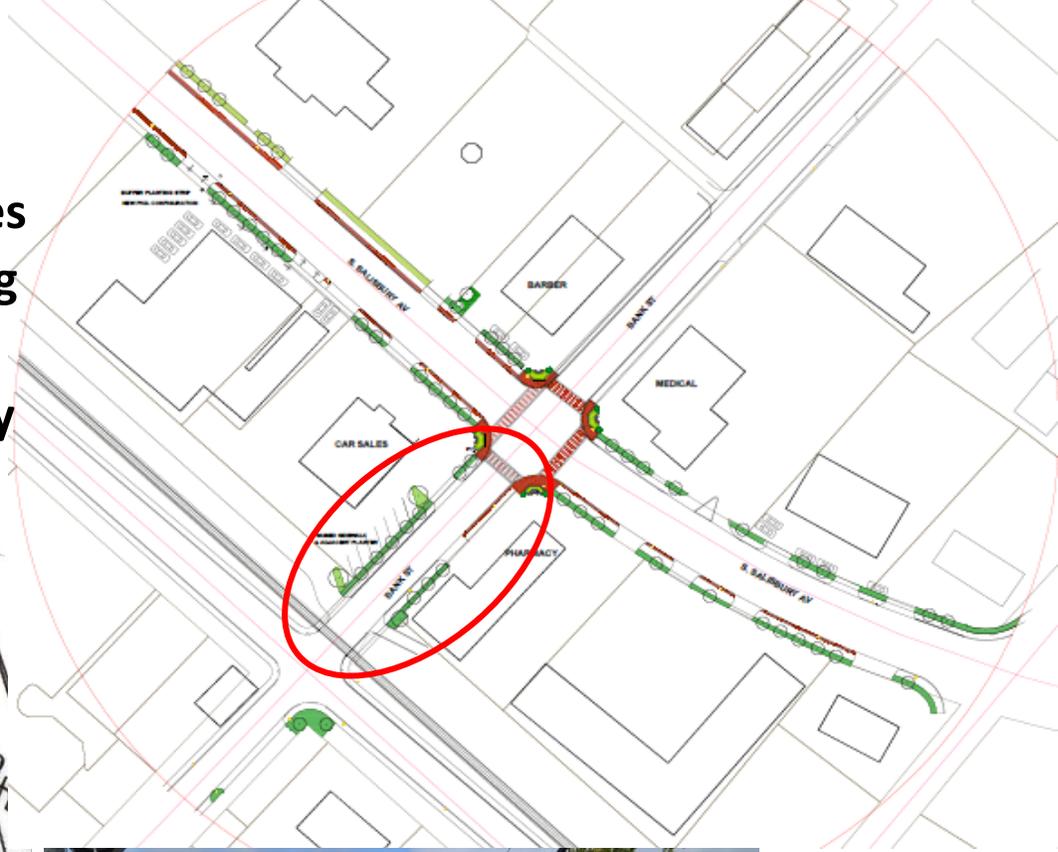
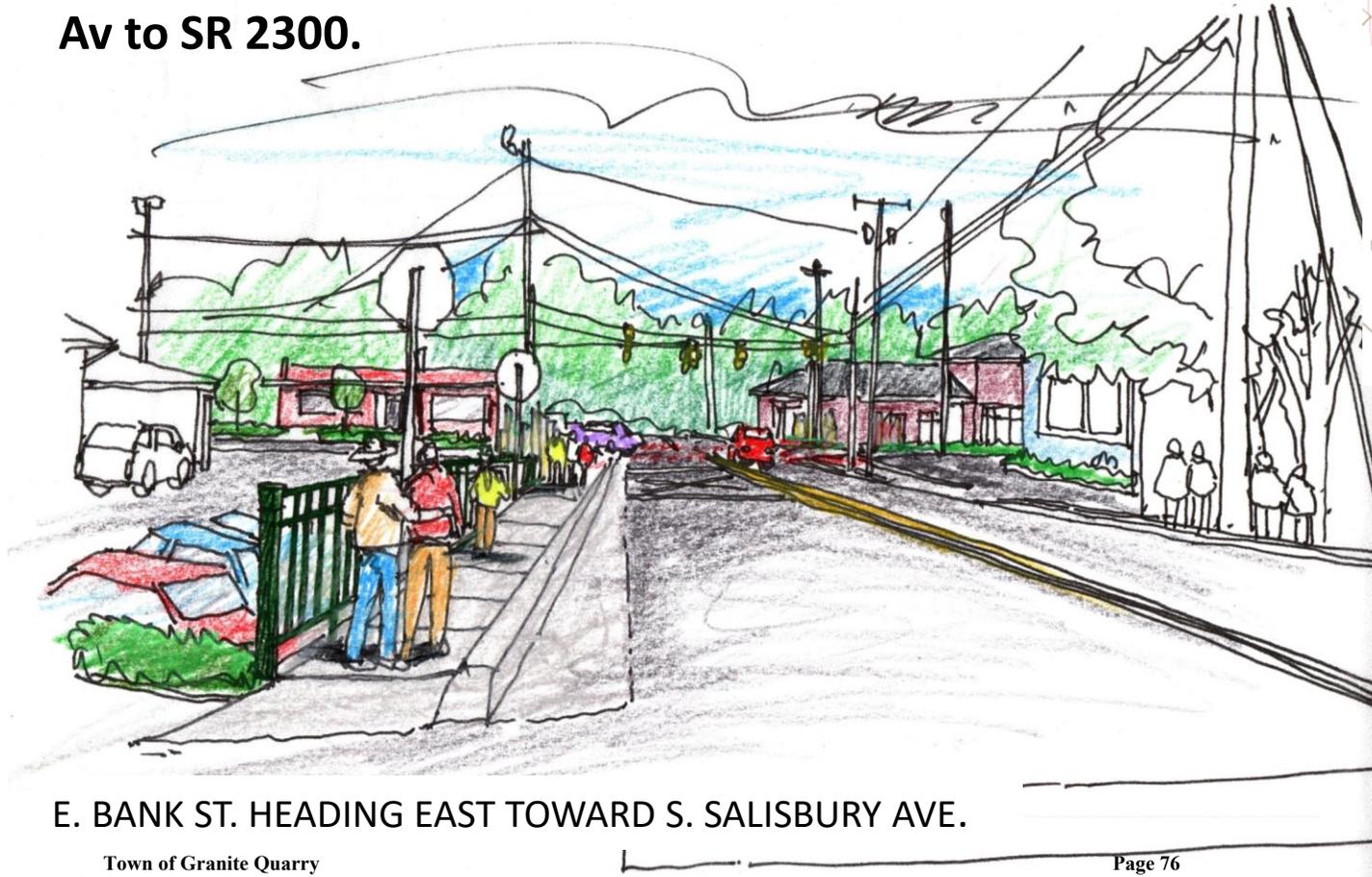
E. BANK ST (WEST)

APPROACH TO SQUARE (E. BANK ST)

- Where space allows, separate private parking from public sidewalk with low evergreen hedge and small-growing street trees.
- Remove all narrow turf areas between sidewalk and curb and replace turf with brick pavers.
- Replace curbs where deteriorated with standard 2' curb and gutter.
- Install street-level sidewalks with retaining walls on both sides of E. Bank St from S. Salisbury Av to SR 2300. Include planting strip between back of sidewalk and wall, if possible.
- As an alternative, consider closing E. Bank St from S. Salisbury Av to SR 2300.

APPROACH TO THE SQUARE

- Install street-level sidewalks with retaining walls on both sides of E. Bank St from S. Salisbury Av to SR 2300. Include planting strip between back of sidewalk and wall, if possible.
- As an alternative, consider closing E. Bank St from S. Salisbury Av to SR 2300.



ADDITIONAL STREET AND SIDEWALK INFRASTRUCTURE

- Reduce speed limit on S. Salisbury Ave within central business area to 25 mph (or 20 mph). Install special speed limit signs with red and white hatched border.
- Add visual cues for entering central business area, with wayfinding signage, landscaping, consistent sidewalk design.
- Implement traffic calming strategies where feasible, such as mid-block crossing with pedestrian-activated signal at Town Hall. (Could this crossing be a speed table, with corresponding speed table on south end of street?)
- Ensure all curb inlet grates are intact, at grade, and perpendicular with curb to help ensure biking safety.
- Study the possibility adding bike lanes or marking travel lanes for “sharrow” bike lanes.





ADDITIONAL RECOMMENDATIONS

- **Through the zoning ordinance, require new and expanded development in central business area to meet specific architectural standards, improve sidewalk, and include parking lot and street trees.**
- **Consider a S. Salisbury Ave/ E. Bank St improvement incentive grant for renovations to building facades, sidewalks, parking lots and landscaping in the central business area.**
- **Coordinate with NCDOT for improved pedestrian and bike access along S. Salisbury Ave and E. Bank St through Bicycle and Pedestrian Plan grant and other funding opportunities.**
- **Work with Rowan County Tourism Development Authority (TDA) to include Granite Quarry in wayfinding sign system.**

“THE SQUARE” IN GRANITE QUARRY

RECOMMENDATIONS

General Goals

Per 10/21/2019 feedback, improvements at Square will:

- Provide positive visual impact and update current architectural standards
- Incorporate granite
- Be representative of January 2016 Downtown Master Plan recommendations
- May be phased (\$40,000 overall budget for Square?)

South Salisbury Ave at East Bank St Intersection Improvements

- Replace existing segmental block planters with 18” high brick planters with 1.5” thick granite coping stone as shown in plan and sketches. New planters will fit within 17 ft x 17 ft x 24 ft triangular dimensions of 1996 easements and in same location as existing planters.
- Granite “outcroppings” will provide a backdrop to planters.
- Brick paver sidewalk from planters to curb and/or pedestrian ramps will be installed on concrete base for stability.
- Utility poles will be placed as symmetrically as possible, either adjacent to planter or just behind curb, but not within planter. New metal strain poles shall be black anodized.
- Traffic signal box will be on ground and to side of planter. Box shall be black anodized or painted with Knoxville TN technique.
- Street name signs at this intersection will be specially designed and larger than standard.

Street and Sidewalk Infrastructure

- Reduce speed limit on S. Salisbury Ave within central business area to 25 mph (or 20 mph). Install special speed limit signs with red and white hatched border.
- Add visual cues for entering central business area, with wayfinding signage, landscaping, consistent sidewalk design.
- Implement traffic calming strategies where feasible, such as mid-block crossing with pedestrian-activated signal at Town Hall. (Could this crossing be a speed table, with corresponding speed table on south end of street?)
- Install wide crosswalks with broad white thermoplastic stripes at intersection of S. Salisbury Ave and E. Bank St.
- Install pedestrian-activated signals at intersection of S. Salisbury Ave and E. Bank St.

- Eliminate back-out parking onto S. Salisbury Ave wherever possible and standardize width of driveway cuts not to exceed 24' curb to curb.
- Replace curbs where deteriorated with 6" vertical curb (concrete or granite).
- Ensure all grates on curb inlets are intact, at grade, and perpendicular with curb to help ensure biking safety.
- Replace deteriorated sidewalks. Set goal for 6-foot sidewalks throughout central business area. All sidewalks will have ramps at intersections for accessibility.
- Set goal to have all utility poles either at back of sidewalk or back of curb, rather than within sidewalk area.
- Remove all narrow turf areas between sidewalk and curb and replace turf with brick pavers.
- Where space allows, separate private parking from public sidewalk with low evergreen hedge and small-growing street trees.
- Install street-level sidewalks with retaining walls on both sides of E. Bank St from S. Salisbury Ave to SR 2300. Include planting strip between back of sidewalk and wall, if possible.
- As an alternative, consider closing E. Bank St from S. Salisbury Ave to SR 2300.

Additional Recommendations:

- Through the zoning ordinance, require new and expanded development in central business area to meet specific architectural standards, improve sidewalk, and include parking lot and street trees.
- Consider a S. Salisbury Ave/ E. Bank St improvement incentive grant for renovations to building facades, sidewalks, parking lots and landscaping in the central business area.
- Study the possibility adding bike lanes or marking travel lanes for "sharrow" bike lanes.
- Coordinate with NCDOT for improved pedestrian and bike access along S. Salisbury Ave and E. Bank St through Bicycle and Pedestrian Plan grant and other funding opportunities.
- Work with Rowan County Tourism Development Authority (TDA) to include Granite Quarry in wayfinding sign system.

Agenda Item Summary
Regular Monthly Meeting
December 2, 2019
Agenda Item 14

Summary

Committee members may report on any activities of the past month:

- Parks, Events, and Recreation Committee
Alderman Cress
- Revitalization Team
Alderman Costantino

Action Requested

Committee Updates

Motion Made By:

- Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Second By:

- Jim Costantino
Kim Cress
Jim LaFevers
John Linker

For:

- Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Against:

- Jim Costantino
Kim Cress
Jim LaFevers
John Linker

In case of tie:

Mayor Bill Feather

- For
Against

Agenda Item Summary
Regular Monthly Meeting
December 2, 2019
Agenda Item 15a

**Board 2020 Regular
Meeting/Holiday Schedule**

Summary

Attached is the 2020 Board of Aldermen Regular Meeting Schedule/Holiday Schedule

Motion Made By:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Second By:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

For:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Against:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

In case of tie:

Mayor Bill Feather

For
Against

Attachment

*A. 2020 Board of Aldermen Regular Meeting
Schedule/Holiday Schedule*

Action Requested

***Motion to approve the 2020 Board of Aldermen Meeting
Schedule/Holiday Schedule as presented by staff.***



2020 Board of Aldermen Regular Meeting Schedule
 (Meetings are scheduled on the first Monday at 7:00 P.M. except on a holiday)

January 6	Monday
February 3	Monday
March 2	Monday
April 6	Monday
May 4	Monday
June 1	Monday
July 6	Monday
August 3	Monday
September 8	Tuesday
October 5	Monday
November 2	Monday
December 7	Monday

2020 Holiday Schedule

Holiday	Observance Date	Day of the Week
New Year's Day	January 1	Wednesday
Martin Luther King Jr. Day	January 20	Monday
Good Friday	April 10	Friday
Memorial Day	May 25	Monday
Independence Day	July 3	Friday
Labor Day	September 7	Monday
Veterans Day Observed	November 11	Wednesday
Thanksgiving	November 26 & 27	Thursday and Friday
Christmas	December 24 & 25	Thursday and Friday

Agenda Item Summary

Regular Monthly Meeting

December 2, 2019

Agenda Item **15b**

**Board of Aldermen
Planning/Budget Retreat Set Date**

Summary

Staff is requesting approval to schedule Board of Aldermen Budget Retreat for a date in February 2020.

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

Attachment

A.

Action Requested

Motion to set Planning/Budget Retreat to date certain

Agenda Item Summary
Regular Monthly Meeting
December 2, 2019
Agenda Item 15c

Summary

Parks, Events, and Recreation Committee

Jim LaFevers has expressed an interest in serving on PERC.

Attachment

Boards and Committees application submitted by Jim LaFevers.

Action Requested

Motion to appoint Jim LaFevers to PERC.

**Boards and Committees
Appointment – PERC**

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against



P.O. Box 351
 Granite Quarry, NC 28072-0351
 704-279-5596
www.granitequarrync.gov

BOARDS AND COMMITTEES APPLICATION

NAME Jim LaFavers

ADDRESS 424 DeLara Circle ZIP 28146

PHONE PHONE (business or cell) 704 245 5873

EMAIL jlafavers@live.com

OCCUPATION Retired

ARE YOU CURRENTLY SERVING ON A BOARD OR COMMITTEE Yes No

IF SO, PLEASE PROVIDE THE NAME OF THE BOARD OR COMMITTEE

ARE YOU APPLYING FOR REAPPOINTMENT TO YOUR CURRENT BOARD OR COMMITTEE?
 Yes No

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS OR COMMITTEES IN ORDER OF PREFERENCE (please check up to three applicable boxes)

- | | |
|---|---|
| <input type="checkbox"/> Community Appearance Committee | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Revitalization Team |
| <input checked="" type="checkbox"/> PERC Committee | <input type="checkbox"/> Zoning Board of Adjustment |

WORK EXPERIENCE (List your four most recent employment experiences, listing present or most recent first)

Dates	Company Name/Location	Position	Job Description
12/2/19	Granite Quarry	Alderman	
5/9/09	Morrison Knudsen	Manager	Const Manager
9/1/00	"	Project Manager	"
8/1/99	"	ditto	"

EDUCATION (List your three most recent educational experiences, listing present or most recent first)

Educational Institution/School	Degree Received	Area(s) of Study
NCSU	2 yrs	CIVIL ENGINEERING
KINGS Business College	Associate Accounting	
AL Brown	High School	

BOARDS/ COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES AND DATES)

Recycling Committee (Granite Quarry NC) 2007 - 2009
 PERC " 2009 - 2011

EVER CONVICTED OF A FELONY Yes No If yes, state details: _____

I affirm that I understand this application may be considered a public record and as such, portions may be subject to release under North Carolina General Statute Chapter 132, Public Records. I certify that the facts contained in this application are true and correct to the best of my knowledge. I agree that by my submission of this application form, I shall be deemed to have affixed my signature hereto.

Signature James D. Hester Date 11/14/19

FOR OFFICE USE ONLY

Application Received: 11/14/19 Interview Date & Time: _____
 Confirmation Date: _____ Term Ending: _____

Agenda Item Summary

Regular Monthly Meeting

December 2, 2019

Agenda Item 15d

Resolution No. 2019-23

Summary

Resolution partnering with the U.S. Census Bureau and the State of North Carolina to support the Goals for the 2020 Census and Disseminate the 2020 Census Information.

Attachment

Resolution No. 2019-23

Action Requested

Motion from the Board to adopt Resolution No. 2019-23 for support for the 2020 Census.

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

RESOLUTION NO. 2019-23

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, PARTNERING WITH THE U.S. CENSUS BUREAU AND THE STATE OF NORTH CAROLINA TO SUPPORT THE GOALS FOR THE 2020 CENSUS AND DISSEMINATE THE 2020 CENSUS INFORMATION

WHEREAS the U.S. Census Bureau is required by the U.S. Constitution to conduct a complete count of the population that provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

WHEREAS the Town of Granite Quarry is committed to ensuring every resident is counted;

WHEREAS federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing;

WHEREAS census data help determine how many seats each state will have in the U.S. House of Representatives and are necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts;

WHEREAS information from the 2020 Census and American Community Survey is vital for economic development and increased employment;

WHEREAS the information collected by the census is confidential and protected by law;

WHEREAS a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our residents;

WHEREAS the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count;

WHEREAS the Town of Granite Quarry and its appointed Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

Now, therefore, **BE IT RESOLVED** that the Town of Granite Quarry is committed to partnering with the U.S. Census Bureau and the State of North Carolina and will:

1. Support the goals for the 2020 Census and will disseminate 2020 Census information;
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation;
3. Provide CCC members and Census advocates to speak to County and Community Organizations;
4. Support census takers as they help our County complete an accurate count; and,
5. Strive to achieve a complete and accurate count of all persons within our borders.

Adopted at Granite Quarry, North Carolina this 2nd day of December, 2019.

William D. Feather, Mayor

ATTEST:

Aubrey Smith, Interim Town Clerk

Agenda Item Summary

Regular Monthly Meeting

December 2, 2019

Agenda Item 15e

**Amendment to Ordinance
No. 2019-08**

Summary

The original Ordinance was for ninety (90) days which is January 1, 2020 and staff thought it best extend the moratorium out ninety-six (96) days January 7, 2020.

Attachment

Ordinance No. 2019-08 (AMENDED)

Action Requested

Motion from the Board to amend Ordinance No.2019-08 to extend the moratorium for ninety-six (96) days January 7, 2020.

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

**ORDINANCE NO. 2019-08
(AMENDED)**

**A MORATORIUM PROHIBITING THE ESTABLISHMENT AND/OR EXPANSION OF
INTERNET/ELECTRONIC GAMING OPERATIONS**

WHEREAS, North Carolina General Statute 160A-174 provides municipalities in North Carolina the General Police Power to define, prohibit, regulate or abate conditions detrimental to the health, safety and welfare of its citizens, and

WHEREAS, the Town of Granite Quarry and many other communities are experiencing an overwhelming influx of Internet Cafes/Electronic Gaming Operations, and

WHEREAS, the Town recognizes that its current ordinances regulating Internet Cafes/Electronic Gaming Operations are inadequate to properly manage and control the siting of these operations,

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Granite Quarry, that;

Section 1. *An extension of the ninety (90) day moratorium be extended to (96) days (January 7, 2020)* be imposed within the zoning jurisdiction of the Town of Granite Quarry on new Internet Cafes/Electronic Gaming Operations so that the Town's Uniform Development Ordinance may be reviewed and amended as needed to preserve the spirit with which the Town wishes to grow. That this shall include any derivations of electronic gaming operations within the Town and its extra-territorial planning jurisdiction.

Section 2. A. The Planning and Zoning Administrator is hereby authorized and directed to enforce this moratorium during its effective period.

B. The Planning and Zoning Administrator shall hold all hereafter submitted permit applications related to Internet Cafes/ Electronic Gaming Operations until such time as the moratorium is lifted, on a date not to exceed *ninety-six (96)* days. The Planning and Zoning Administrator shall enforce by Stop Work Order or other applicable remedies any such violation of this moratorium.

Section 4. It shall be unlawful for any person to violate any provision of this moratorium.

Section 5. This ordinance shall become effective upon its adoption.

Adopted this 2nd day of December, 2019

William D. Feather, Mayor

ATTEST:

Approved as to Form:

Aubrey Smith
Interim Town Clerk
Town of Granite Quarry

Carl M. Short
Town Attorney

ROWANEDC

**PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC**

Be an original.

Winter Party

YOU'RE INVITED

Morgan Ridge Railwalk | 421 N. Lee Street

DEC. 12, 2019

5:30-7:30 PM

RSVP by Monday December 9 to Kendall@RowanEDC.com



RowanEDC.com



December 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Board of Aldermen Mtg. 7:00 P.M.	3	4	5	6	7
8	9 Planning Bd. Mtg. 5:30 P.M.	10	11	12 Rowan EDC Winter Party 5:30 P.M. Morgan Ridge Railwalk	13	14
15	16 P.E.R.C. Mtg. 5:00 P.M. ZBA @ 5:30 P.M.	17 Revitalization Team Mtg. @ 3:30 P.M.	18	19	20	21
22	23	24	25 MERRY CHRISTMAS Town Hall Closed	26 Town Hall Closed	27	28
29	30	31				

EVENTS

Rowan Chamber Business After Hours
Monday, December 9th @ Novant Health
(Rowan Medical Center) 612 Mocksville
Ave. in the lobby. 5:30 P.M. – 7:00 P.M.

Rowan EDC Winter Party
Thursday, December 12th @ Morgan
Ridgewalk, 421 N. Lee Street. 5:30 P.M. –
7:30 P.M.