



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

**Call to Order
Moment of Silence
Pledge of Allegiance**

1. Approval of Agenda

2. Approval of Consent Agenda

A. Approval of the Minutes

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

B. Departmental Reports

C. Financial Reports

3. Public Comments *(All comments are limited to 3 minutes. No sharing of minutes with other residents.)*

4. Town Manager Update

5. Public Hearing

Annexation/ZMA 3006 Old Concord Road

A. Staff Summary

B. Public Hearing

C. Council Discussion and Decisions

ACTION REQUESTED: Motion to adopt Ordinance ANNEX 2025-02-10-1 to annex 3006 Old Concord Road as a non-contiguous property.

ACTION REQUESTED: Motion to adopt Ordinance ZMA 2025-02-10-1 to amend the Granite Quarry Development Ordinance.

6. Public Hearing

Annexation/ZMA 260 Tingle Drive

A. Staff Summary

B. Public Hearing

C. Council Discussion and Decisions

ACTION REQUESTED: Motion to adopt Ordinance ANNEX 2025-02-10-2 to annex 260 Tingle Drive as a non-contiguous property.

ACTION REQUESTED: Motion to adopt Ordinance ZMA 2025-02-10-2 to amend the Granite Quarry Development Ordinance.

- 7. Public Hearing** **Zoning Map Amendment 2025-02-10-3 Troutman**
A. Staff Summary
B. Public Hearing
C. Board Discussion and Decision
ACTION REQUESTED: Motion to adopt Ordinance ZMA 2025-02-10-3.

Old Business

- 8. Contract** **Granite Civic Park Upgrades Design Services**
ACTION REQUESTED: Motion to approve the contract with Benesch for Granite Civic Park Upgrades design services.

New Business

- 9. Discussion and Possible Decision** **Offer to Purchase**
ACTION REQUESTED: Motion to decline/ accept/ appoint the manager to negotiate the offer to purchase for parcel 066B002, O Dunns Mountain Church Road.

If accepted:

ACTION REQUESTED: Motion to adopt Resolution 2025-02 Authorizing the Advertisement of an Offer to Purchase Certain Property to begin the upset bid process.

- 10. Training and Travel Request** **NCLM City Vision**
ACTION REQUESTED: Motion to approve the training and travel request for Council Members: _____ to attend the NCLM City Vision Conference with the outlined associated costs.

- 11. Training and Travel Request** **NCBEMO**
ACTION REQUESTED: Motion to approve the training and travel request for Council Member Mack for the 2025 NCBEMO Summer Conference.

- 12. Budget Amendment** **Council Training and Travel**
ACTION REQUESTED: Motion to approve Budget Amendment FY24-25 #6 as presented.

- 13. Proclamation** **Black History Month**

14. Council Comments

15. Announcements and Date Reminders

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

16. Closed Session

Attorney-Client Privilege & Town Manager Evaluation

ACTION REQUESTED: Motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(3) to consult with the Town Attorney in order to preserve attorney-client privilege and N.C. General Statutes Section 143-318.11(a)(6) to discuss the performance of an individual public officer or employee.

ACTION REQUESTED: Motion to return to open session.

Adjourn

Agenda Item Summary

Regular Meeting
February 10, 2025
Agenda Item 1

Summary:

The Council may discuss, add, or delete items from the Regular Meeting agenda.

Action Requested:

Motion to adopt the February 10, 2025 Town Council Meeting Agenda (as presented / as amended).

Approval of Agenda

Motion Made By:

Doug Shelton
John Linker
Laurie Mack
Rich Luhrs

Second By:

Doug Shelton
John Linker
Laurie Mack
Rich Luhrs

For:

Doug Shelton
John Linker
Laurie Mack
Rich Luhrs

Against:

Doug Shelton
John Linker
Laurie Mack
Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

For
Against

Agenda Item Summary

Regular Meeting
February 10, 2025
Agenda Item 2

Summary:

The Council may discuss, add, or delete items from the Consent Agenda.

A. Approval of the Minutes

- 1) Special Meeting January 13, 202
- 2) Regular Meeting January 13, 2025

B. Departmental Reports

C. Financial Reports

Action Requested:

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

Approval of Consent Agenda

Motion Made By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Second By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

For:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Against:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

- For
- Against



**TOWN OF GRANITE QUARRY
TOWN COUNCIL
SPECIAL MEETING MINUTES
Monday, January 13, 2025 5:00 p.m.**

Present: Mayor Brittany Barnhardt, Mayor Pro Tem Doug Shelton, Council Member John Linker, Council Member Laurie Mack, Council Member Rich Luhrs, Town Manager Jason Hord, Town Clerk Aubrey Smith

Call to Order: Mayor Barnhardt called the meeting to order at 5:01 p.m.

1. Approval of Agenda

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

2. Discussion

Electus Governmental Affairs

Mayor Barnhardt reopened the discussion regarding contracting with Electus Governmental Affairs for lobbyist services. All Council members believed having a lobbyist would be beneficial. Individual members shared their opinions on whether having a lobbyist would be worth the cost and some stated concern over the priority of Granite Quarry's projects.

ACTION: Mayor Pro Tem Shelton made a motion to approve the contract as written to engage this company (*Electus Governmental Affairs*). Council Member Mack seconded the motion. The motion passed 4-0.

ACTION: Mayor Pro Tem Shelton made a motion to approve Budget Amendment FY24-25 #4 in the amount of \$20,000. Council Member Mack seconded the motion. The motion passed 4-0.

Council Member Linker stated he felt there was a need for an additional staff member to take on projects associated with strategic planning and grant writing. The Council discussed possibilities and the importance of having a priority list of projects.

Adjournment

ACTION: Council Member Linker made a motion to adjourn. Council Member Luhrs seconded the motion. The motion passed with all in favor. The meeting ended at 5:41 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk



**TOWN OF GRANITE QUARRY
TOWN COUNCIL
REGULAR MEETING MINUTES
Monday, January 13, 2025 6:00 p.m.**

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

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

Call to Order: Mayor Barnhardt called the meeting to order at 6:00 p.m.

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

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

1. Approval of the Agenda

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

2. Approval of the Consent Agenda

A. Approval of the Minutes

- 1) Special Meeting December 9, 2024
- 2) Regular Meeting December 9, 2024
- 3) Special Meeting December 12, 2024

B. Departmental Reports

C. Financial Reports

ACTION: Mayor Pro Tem Shelton made a motion to approve the consent agenda as presented. Council Member Linker seconded the motion. The motion passed 4-0.

3. Public Comments – There were no public comments.

4. Town Manager's Update

Manager Hord shared highlights from the Town Manager's Update in the agenda packet including that the last load of supplies for Western North Carolina had been delivered. He gave kudos to Chief Taylor for organizing the collection and delivery. The new snowflake decorations were placed around the park. The two new police vehicles are currently at the installer. Christmas at the Lake was successful with over 800 attendees and fifteen volunteers. The 2009 Public Works truck transmission had to be rebuilt and was completed within the current budget. The street paving project was completed under budget.

Manager Hord invited Office Assistant Debbie Loflin-Benge to speak about the recent Operation Christmas Spirit in coordination with the Police Department and Granite Quarry Elementary School. Eight families, including nineteen children, received everything on their wishlists. The school and families expressed their gratitude to the Town Council, staff, and community members for their participation. The last portion of this event will be next Friday when Sergeant Greg McKinney, who owns Blue Line BBQ, will be preparing a meal for all the families.

Office Assistant Loflin-Benge thanked the Pedal Factory for repairing some of the bikes and donating bike locks, Grateful Heart Ministries for donating bikes and helmets, and Chief Taylor for all his work coordinating. Mayor Barnhardt thanked Office Assistant Loflin-Benge for the time and effort she put into the event and stated she looked forward to the event growing annually.

Manager Hord asked for and received consensus from the Council to pay for the TAC meal at the next meeting. The meal has already been budgeted for.

5. Public Hearing **ZTA 2025-01-13 Table 8.1 Update**

A. Staff Summary

Mr. Flowe introduced the Zoning Text Amendment to amend the Granite Quarry Development Ordinance prepared after the Planning Board's review and suggestions. The proposed amendments include:

- Article 8, Table 8.1, Section 1 would be amended by adding certain uses within certain districts as discussed and recommended by the Planning Board;
- Article 7, Section 15-2 would be amended by adding language regarding Common Open Spaces to Development Agreements; and
- Article 21, Section 21.2-8 would have language concerning Common Open Spaces added and amended.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:21 p.m.
 - There were no public comments.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:21 p.m.

C. Council Discussion and Decision

The Council and Attorney Moretz asked questions regarding specific changes including classifications and Common Open Spaces. Mayor Barnhardt thanked Mr. Flowe and the Planning Board for their work on the review and suggested revisions.

ACTION: Council Member Linker made a motion to adopt Ordinance ZTA 2025-01-13. Council Member Mack seconded the motion. The motion passed 4-0.

Old Business

None

New Business

6. Annexation **3006 Old Concord Road**

A. Resolution Directing Clerk to Investigate

Mr. Flowe presented the petition for a voluntary non-contiguous annexation in the Town's sphere of influence beyond the ETJ. The property abuts a property that was annexed into the Town in 2024.

ACTION: Council Member Linker made a motion to adopt Resolution 2025-01-13-1 directing the clerk to investigate a petition for annexation. Council Member Mack seconded the motion. The motion passed 4-0.

B. Certificate of Sufficiency

The certificate of sufficiency was entered into the record.

C. Resolution Setting Date for Public Hearing

ACTION: Mayor Pro Tem Shelton made a motion to adopt Resolution 2025-01-13-2 setting the date for a public hearing regarding an ordinance for annexation. Council Member Luhrs seconded the motion. The motion passed 4-0.

7. Annexation 260 Tingle Road

A. Resolution Directing Clerk to Investigate

Mr. Flowe presented the petition for a voluntary non-contiguous annexation in the Town's sphere of influence beyond the ETJ.

ACTION: Council Member Luhrs made a motion to adopt Resolution 2025-01-13-3 directing the clerk to investigate a petition for annexation. Council Member Linker seconded the motion. The motion passed 4-0.

B. Certificate of Sufficiency

The certificate of sufficiency was entered into the record.

C. Resolution Setting Date for Public Hearing

ACTION: Council Member Mack made a motion to adopt Resolution 2025-01-13-4 setting the date for a public hearing regarding an ordinance for annexation. Mayor Pro Tem Shelton seconded the motion. The motion passed 4-0.

8. Resolution Welcome and Slogan Signs

Manager Hord presented the options for "Welcome To" and slogan signs. There was discussion and consensus to add "State" before Champions and make necessary adjustments to other words and spacing for visibility. Manager Hord will oversee the changes.

ACTION: Mayor Pro Tem Shelton made a motion to adopt Resolution 2025-01 to allow Granite Quarry Public Works to work with NCDOT to create "welcome to" and "slogan signs" celebrating East Rowan baseball and their previous state championships with details to be worked out by the Town Manager. Council Member Mack seconded the motion. The motion passed 4-0.

9. Appointment NCLM Voting Delegate

The Council was asked to appoint an NCLM Voting Delegate to submit the Council's 10 priority goals.

ACTION: Council Member Mack made a motion to appoint Mayor Brittany Barnhardt as the Council's NCLM voting delegate. Council Member Linker seconded the motion. The motion passed 4-0.

10. Decision NCLM Legislative Goals

The Council was asked to identify 10 of the 16 goals presented by the NCLM as priority. The ten priorities were decided by consensus and will be sent in by Mayor Barnhardt as the NCLM Voting Delegate.

11. Budget Amendment NCLM Liability Insurance

ACTION: Council Member Linker made a motion to approve Budget Amendment FY24-25 #5 as presented to allow up to the maximum deductible of an open liability insurance claim. Council Member Mack seconded the motion. The motion passed 4-0.

12. Bid Award

Granite Civic Park Upgrades Design Services

Manager Hord stated that staff put together an RFQ and received replies from four firms for the Granite Civic Park Upgrades Project design services. The responses were scored and the clear-cut winner was Benesch. Manager Hord stated that the Council was being asked to allow Manager Hord to negotiate the contract with Benesch. There was consensus to allow Manager Hord to do so. The contract will come before the Council for approval.

13. Training and Travel Request

The training and travel request for Mayor Barnhardt to attend the Town and State Dinner and the NC Mayors Association Winter meeting was presented. Clerk Smith shared that there was a misunderstanding regarding the need for a hotel, but the cost of the hotel should be less than or equal to the cost for the extra mileage that will no longer be necessary.

ACTION: Mayor Pro Tem Shelton made a motion to approve the training and travel request for Mayor Barnhardt to attend the NC Mayors Association Winter meeting and the Town and State Dinner with the outlined costs associated with the conference not to exceed \$1000. Council Member Mack seconded the motion. The motion passed 4-0.

14. Proclamation

Dr. Martin Luther King, Jr. Day

Mayor Barnhardt recognized the proclamation for Dr. Martin Luther King, Jr. Day in the agenda packet.

15. Council Comments

- Mayor Barnhardt stated she will be a part of the Coffee and Conversation hosted by the Young Professionals group at French Express on Wednesday. The 99th Annual Chamber of Commerce Gala will be on January 23rd. Mayor Barnhardt challenged the Council to think of ideas on what needed to be amended in the Development Ordinance. Mayor Barnhardt stated she would not be in town for the scheduled March and May regular meetings.
- Mayor Pro Tem Shelton suggested the code enforcement items that seem to be causing hardships for some homeowners should be reviewed. There was discussion regarding what those may be and whether changes should be made. No action was taken.

16. Announcements and Date Reminders

A.	Thursday	January 16	7:30 a.m.	Chamber Power in Partnership Breakfast
B.	Monday	January 20		Town Offices Closed for MLK, Jr. Day
C.	Wednesday	January 22	5:30 p.m.	CRMPO TAC
D.	Thursday	January 23	6:00 p.m.	Chamber 99 th Annual Gala
E.	Monday	February 3	6:00 p.m.	Planning Board
F.	Monday	February 3	6:15 p.m.	Board of Adjustment
G.	Tuesday	February 4	5:30 p.m.	Events Committee

Adjournment

ACTION: Council Member Linker made a motion to adjourn. Council Member Luhrs seconded the motion. The motion passed with all in favor. The meeting ended at 7:02 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PUBLIC NUISANCES			
PN-24-02	112 Walton Street	Finney Builders (new owners)	large collection of trash, debris, building material debris and other similar materials. Property has sold and closed. New owner working to clean up all that remains. Work continues on the clean up of the property with a dumpster on site. CLOSED 01-24-25.
PN-24-09	1109 Crestview Drive	Tyler Wheeler & Leah McCoy	keeping or maintaining chickens and/or roosters. Notice issued and owner called. Will remove the rooster immediately. Will need additional time to move the chicken. CLOSED 01-24-25.
PN-24-10	303 Spruce Street	April Albright Alexander	various forms of debris and several possible junked/nuisance vehicles. Some clean up has been noted and one or two possible vehicle violations. More vehicles and more debris observed. Notice issued with deadline of 01-01-25. Owner called and requested extension due to recent health issues and hospital stays. Will follow up again after 01-30-25..

TOWN OF GRANITE QUARRY

1/29/2025

PN-24-12	705 West Campbell Avenue	Leobardo Sanchez Diaz	keeping or maintaining chickens and/or roosters. Notice issued with a deadline of 12-31-24. Received reports that they were removing the chickens and other animals. CLOSED 01-24-25.
PN-25-01	518 South Main Street	Frank Troy Cook Jr and Amy Cook	various forms of trash and debris all over porch and yard. Notice issued with deadline of 01-20-25. Partial clean up completed. Much remains. Second notice issued with deadline of 02-09-25.
ABANDONED/JUNKED/NUISANCE VEHICLES			
MVO-24-01	717 Weldon Lane	Robin Colleen Clinard	untagged vehicle parked in cul-de-sac. Unable to determine if operational. CLOSED 01-24-25.
MVO-24-02	617 Pine Hill Drive	Ricky Lee Honeycutt JR, Angela Storms and Jennifer Lino	vehicle parked on the property with expired tag. Notice issued with deadline of 01-12-25 to remove or demonstrate compliance. CLOSED 01-24-25.
MINIMUM HOUSING STANDARDS			

HC-24-07	810 North Salisbury Avenue	Michael & Faith Phillips	Residential use of a camper or RV. Construction of a deck to camper without permits. Request to inspect on 09-26-24. Have spoken to the owner. The camper is occupied by his son and they are making arrangements to remove it and house him at another location. Working on repairs to the camper to be able to close the slide outs. Will monitor progress.
HC-24-09	809-B Cecil Street	T H Jones Construction Co Inc	Substandard housing conditions with possible mold conditions. Inspection conducted with occupant. Hearing held on 10-03-24. Order issued to repair or close by 12-15-24. Tenant moved to another unit. Owners and tenant in litigation. Owners are evicting the tenant. Follow up inspection completed 01-24-25. Progress on some items in the report. Working with the tenant and property manager to complete the project. Will continue to monitor and communicate.
NON-RESIDENTIAL BUILDINGS AND STRUCTURES			
DEVELOPMENT ORDINANCE			

Z-24-04	2360 Heilig Road	Gerald W Hutchinson	possible junk yard existing after termination of operations. Inspection conducted with owner on 07-18-24. Determined that the auto repair business is in operation but at a much smaller scale. Most vehicle have been left on site due to lack of funds to repair. Owner was advised to contact them and have them remove the vehicles from the property. Owner continues to remove vehicles almost on a weekly basis with many removed so far. Will continue to monitor and make sure vehicle removal takes place. Follow up site visit conducted on 01-24-25 with additional progress noted. Will continue to monitor and communicate.
Z-24-09	602 South Salisbury Avenue	Anticch Baptist Church	feather flags posted in violation. No one on site to discuss. Courtesy letter issued. Has failed to comply. Notice of Violation issued with deadline of 01-20-25. CLOSED 01-24-25.
Z-24-10	318 West Peeler Street	Nathan & Rachel Wilkinson	Construction of a privacy fence without permits and in violation of the height standards. Notice issued with deadline of 10-15-24. On 10-09-24, the owner filed an appeal to the notice. Pending.

TOWN OF GRANITE QUARRY

1/29/2025

Z-24-14	105 North Main Street	Christopher & Christine Brown	parking vehicles for sale in the right of way obstructing visibility at the intersection. Courtesy letter issued. Vehicles have been moved back behind the sidewalk. Appears to be maintaining compliance. Will continue monitoring.
Z-24-15	410 South Main Street	Stephan W & Becky Y Norman	various room and porch additions without permits. Notice issued with deadline of 01-20-25. Will check on permits and take further enforcement action as needed.
Z-25-01	705 West Campbell Avenue	Leobardo Sanchez Diaz	Driveway expansion without permits. Site visit confirmed expansion in progress. Spoke with workers on site. Spoke with owner by phone. Obtained copy of survey and advised to contact planning for permit. Met owner and staff at office and permit was issued. CLOSED 01-07-25

Planning Monthly Report

January 2025



Permits

Permit Applications

Date	Address	Permit	Status
1/7/2025	243 Lilly Pad Dr	3 BR 2Bath New home	Issued
1/7/2025	706 W Campbell Ave	3 BR 2Bath New home	Issued
1/7/2025	705 W Campbell Ave	Driveway addition	Issued
1/9/2025	125 Summit Park Dr	Nonresidential Monument Sign (AMREP)	Issued
1/15/2025	1217 S. Main St	New 2 BR 2 B home	Issued
1/23/2025	5795 US Hwy 52	New 3 BR 2 B home	Issued
1/23/2025	410 S Main St	Roof Addition to cover patio on existing SFR	Issued

Planning/Zoning Reviews

Inquiry	Zoning	Comments
CHAMANDY DR	IND	SKETCH REVIEW – NEW COMMERCIAL BLDG
FARMSIDE WAY	SFR-2	PRELIMINARY SITE PLAN REC'D
TROUTMAN STREET NEIGHBOR MTG	TNDO	MEETING ON 1-21-25
260 TINGLE DR	C-85	PRELIMINARY SITE PLAN REVIEW COMPLETE
3000 OLD CONCORD RD	IND	PRELIMINARY SITE PLAN REVIEW COMPLETE

Planning Board: At its meeting on January 6, 2025 the Planning Board:

- Elected officers;
- reviewed ZMA 2025-02-10-3 request for Troutman TNDO amendment for which it recommended approval;
- Discussed recent Session Law 2024-57 regarding downzoning.

Zoning Board of Adjustment: At its meeting on January 6, 2025 the Board of Adjustment approved the draft minutes from the previous meeting and elected officers.



Town of Granite Quarry Fire Department



Established May 15th, 1950

PO Box 351

www.granitequarrync.gov

Granite Quarry, NC

704/279-5596

Board Report February 2025

Chief Hord

Emergency Calls for Service Jan. 2024

34 Calls in district

- 21- EMS (including strokes, falls, diabetic, CPR and other medical needs)
- 3- Public Service/Assist
- 2- Fire Alarm
- 1- Cancelled en-route
- 4- Move Up
- 1- Structure Fire
- 2- Motor Vehicle Accidents

8 Calls to Salisbury

- 2- Cancelled en-route
- 4- Structure Fire
- 1- Fire Alarm
- 1- EMS

3 Calls to Union

- 1- EMS
- 1- Fire Alarm
- 1- Service assignment

9 Calls to Rockwell Rural

- 4- Cancelled en-route
- 5- EMS

6 Calls to Rockwell City

- 2- Fire Alarm
- 2- Cancelled en-route
- 1- Structure fire
- 1- EMS

3 Calls to South Salisbury

- 1- Cancelled en-route
- 1- Fire Alarms
- 1- Structure Fire

2 Calls to Bostain Heights Structure Fires

1 Call to East Spencer for a Structure Fire

TOTAL – 66



Town of Granite Quarry Fire Department



Established May 15th, 1950

PO Box 351

www.granitequarrync.gov

Granite Quarry, NC

704/279-5596

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.
- Monthly training included E.M.T continuing education and Joint Training with Faith and Rockwell Rural F.D.
- Multiple days of ladder training, water point training, hose evolutions, extrication tool familiarization, and district familiarization. Weekly shift training/ officer's choice.
- Car Seat Check Station on Thursday from 1 p.m. to 4 p.m. – 5 seats installed/checked.
- Grounds care on Wednesdays.
- Thursday school visits.
- Annual apparatus maintenance/inspections started.

E-571

- Mileage – 29,315
- Hours – 2,667

E-572

- Mileage – 44,557
- Hours – 3,632

R-57

- Mileage – 39,473
- Hours – 3,695

SQ-57

- Mileage – 11,162



January Work 2025 Public Works Report

- Normal Maintenance Duties Daily- (parks, cleaning, service on equipment, limbs & litter pick up)
- Various potholes repaired
- Trash Can Replacements- 9
- Christmas Decorations moved from upstairs storage to Byrd Garage
- F-350 New Front Tires
- Nature trail maintenance
- Pesticide Overview and Core Exam (Supervisor)
- Limb Pickup
- Leaf Pickup
- NCLM Workplace Training Courses

2007 Ford Truck F-250	67,178	+130 miles
2023 Ford Dump Truck F-550	1,798	+360 miles
2009 Ford Truck F-150	101,077	+540 miles
2019 Ford Truck F350	28,346	+690 miles
2022 Chevy Silverado	32,986	+340 miles



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 – February 2025

CALL STATISTICS for January 2025

- Calls for Service – Location
 - Granite Quarry: 458
 - Faith: 85
 - Total Calls for Service: 543
- Types of Calls for Service/Activities: (See Calls for Service Sheets for additional information)

POLICE VEHICLE INFORMATION for January 2025

- **Monthly:** The following is the ending mileage for each vehicle:

161 Ford Utility-	End-	94,380
171 Ford Utility -	End-	66,795
172 Ford Utility -	End-	111,451
173 Ford Utility -	End-	59,784
181 Ford F150 -	End-	114,383
191 Dodge Durango -	End-	69,715
201 Ford Utility-	End-	50,951
211 Ford Utility-	End-	32,775
212 Ford Utility-	End-	86,625
231 Dodge Durango	End-	13,129
232 Dodge Durango	End-	11,645
- **Yearly (2024):** A yearly vehicle report has been included showing projected mileage and replacement times. The Estimated Time to Replacement of Vehicle will change depending on the amount of mileage driven (the more miles driven, the earlier that it will need to be replaced)

OPERATION MEDICINE DROP

- Collection Sites include Granite Quarry Town Hall lobby, Price Pharmacy, Granite Quarry Internal Medicine, and Rowan Diagnostic/Faith Internal Medicine
- Collection Results
 - Monthly (Jan 2025): 17.99 pounds
 - Yearly (Jan-Dec 2024): 287.66 ****Highest Year on Record****

Year	Street	Prescrip	Over the Counter	Vitamins	Veterinary	TOTAL	
						Grams	Pounds
2016	0.00	14284.23	1763.00	14046.10	276.82	30370.15	66.95
2017	0.00	36564.50	4373.00	7779.00	147.00	48863.50	107.73



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



2018	0.50	28328.00	6296.00	15374.98	0.00	49999.48	110.23
2019	0.00	20034.35	6142.00	6923.72	89.00	33189.07	73.17
2020	0.00	60335.00	8450.00	18626.00	243.00	87654.00	193.24
2021	70.00	67135.00	8170.00	17030.00	102.00	92507.00	203.94
2022	15.00	70800.00	7300.00	15835.00	301.00	94251.00	207.79
2023	0.00	72025.00	6445.00	10445.00	430.00	89345.00	196.97
2024	24.00	107085.00	7890.00	15315.00	166.00	130480.00	287.66
TOTALS (gm)	109.50	476591.08	56829.00	121374.80	1754.82	656659.20	1447.69
TOTALS (lbs)	0.24	1050.70	125.29	267.59	3.87		

CID REPORT (January 2025)

- Cases Assigned: 1
- Cases Cleared: 8
- Follow-ups Conducted: 4
- Open Assigned Cases: 101

POLICE CHIEF’S REPORT

- **Commendations:**
 - **CosmoProf:** The manager at CosmoProf in the new annexation area was very thankful for the quick response to the recent alarm activation with the broken window.
 - **Officers:** We have received a lot of great feedback from multiple sources concerning our officers. Citizens have made comments about seeing the officers patrolling the neighborhoods with their blue lights on, officers interacting with residents while on patrol, and officers going above and beyond what is required.

TRAINING

- A new year has started and officers have begun training on new state mandated requirements. To date, officers have completed over 93 training hours this month.

NEW INFORMATION

- **NC Association of Chiefs of Police Conference:** Chief Taylor attended the NC Association of Chief’s of Police Conference on January 13, 2025 through January 16, 2025 in Cherokee, NC. The conference provided a lot of great information, new updates, and networking.
- **Sergeants Assessment:** An Assessment Center for the open Patrol Sergeants position was conducted this month and two internal candidates completed the process. Please join me in congratulating Officer Greg McKinney for his promotion to Patrol Sergeant. Thanks to the



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



Salisbury Police Department, Spencer Police Department, and Aubry Smith for assisting as assessors during the process.

- **Investigator Position:** The Investigator position has been opened and we will be accepting applications through the end of February. The position has been advertised both internally and externally.
- **Patrol Positions:** We continue to accept applications for patrol positions and will be reviewing submitted applications in preparation for conducting background investigations.
- **Faith Academy Charter School Traffic:** With the last changes in the traffic pattern, traffic appears to have improved dramatically with decreased congestion in both the mornings and evenings. The morning traffic still has a large amount of traffic passing through Faith toward Salisbury.
- **Golf Cart Ordinance:** The Faith Planning Board held a second review of the proposed Golf Cart Ordinance for Faith and it was moved to the February meeting for additional review.

Number of Events by Nature
Calls for Service Faith - January 2025

Nature	# Events
118D2 FRAUD-FORGERY	1
125B1 CHECK WELFARE - ROUTINE	3
125D1 CHECK WELFARE-URGENT	1
129B3 SUSPICIOUS CIRCUM (PAST)	1
129C3 SUSPICIOUS VEHICLE	1
132C1 SEVERE TRAFFIC VIOLATION	1
132D1 ROAD RAGE	1
23C5 OVERDOSE OR POISON	1
BUSINESS OR HOUSE CHECK	53
CIVIL PROCESS	1
COMMUNITY CONTACT	1
DELIVER MESSAGE	4
EVICTION	1
FOLLOWUP	1
LAW CALL	1
LITTERING OR ILLEGAL DUMPING	1
OPEN DOOR	1
SCHOOL SECURITY CHECK	3
SUBPOENA SERVICE	1
TRAFFIC STOP	4
VEHICLE ACCIDENT PROP DAMAGE	3
Total	85

Number of Events by Nature
Calls for Service Granite Quarry - January 2025

Nature	# Events
101C5 CUSTODY ISSUE	1
103A4 ADMIN (OTHER)	1
104C2 COMMERCIAL BURG (INTRUSI	8
104C3 RESIDENTAL BURG (INTRUSI	4
110D1 HOME INVASION	1
111D1 DAMAGE TO PROPERTY	1
113D2 DISTURBANCE / VERBAL	2
114C1 PHYSICAL DOMESTIC	1
114D1 PHYSICAL DOMESTIC	2
115D1 DRIVING UNDER INFLUENCE	1
119B1 PHONE THREAT	1
119D1 STALKING	1
119D3 HARASSMENT	1
120B3 PORNOGRAPHY	1
125B1 CHECK WELFARE - ROUTINE	3
125D1 CHECK WELFARE-URGENT	2
127D2 SUICIDE THREAT	1
129C1 SUSPICIOUS PERSON	1
129C3 SUSPICIOUS VEHICLE	5
129C5 SUSPICIOUS CIRCUMSTANCE	1
130B1 LARCENY (ALREADY OCC)	1
132B1 MINOR TRAFFIC VIOLATION	1
132B2 PARKING COMPLAINT	1
132C1 SEVERE TRAFFIC VIOLATION	1
133D1 TRESPASSING	1
135C1 SHOTS FIRED (HEARD)	1
135D2 SHOTS FIRED (SUSP SEEN)	1
77B3 TRAFFIC ACC - POSS INJURY	1
911 HANG UP	9
ASSIST FIRE DEPT	2
ASSIST MOTORIST	4
BURGLARY ALARM	1
BUSINESS OR HOUSE CHECK	286
COMMUNITY PROGRAM	1
DELIVER MESSAGE	10
ESCORT FUNERAL OR OTHER	1
FOLLOWUP	15
GENERAL INFORMATION	12
PARK CHECK	3
REPOSSESSION	3
SCHOOL SECURITY CHECK	1
SUBPOENA SERVICE	3

TRAFFIC CHECK	1
TRAFFIC CONTROL	1
TRAFFIC STOP	52
VEHICLE ACCIDENT PROP DAMAGE	2
WARRANT SERVICE	4
Total	458

**Granite Quarry-Faith Police Department
Mileage Report - 2024**

VEHICLE INFORMATION		MONTHLY MILEAGE INFORMATION												Total
No.	Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
161	2016 Ford Police Utility	382	294	0	1145	608	1233	188	1619	851	744	543	211	7818
171	2017 Ford Police Utility	234	440	232	378	117	286	214	188	71	282	94	337	2873
172	2017 Ford Police Utility	935	0	0	0	0	0	0	0	0	0	0	0	935
173	2017 Ford Police Utility	543	556	476	504	373	507	788	425	0	425	528	845	5970
181	2018 Ford F150 Police	1318	1572	1335	1668	1812	994	102	0	820	566	155	107	10449
191	2019 Dodge Durango	757	792	864	733	776	839	1026	1585	1532	465	1768	1172	12309
201	2020 Ford Police Utility	790	720	837	881	895	899	901	810	793	880	111	528	9045
211	2021 Ford Police Utility	304	663	488	0	0	0	0	0	3318	1601	1153	1851	9378
212	2021 Ford Police Utility	1743	1493	1739	2140	1822	1759	1252	1948	1854	1903	1830	1801	21284
231	2023 Dodge Durango	496	1397	1384	1561	1321	1375	1391	1491	573	0	510	774	12273
232	2023 Dodge Durango	565	1081	92	1846	1191	700	962	892	449	358	984	315	9435
TOTAL:		8067	9008	7447	10856	8915	8592	6824	8958	10261	7224	7676	7941	101769

VEHICLE INFORMATION			ESTIMATED MILEAGE AND VEHICLE REPLACEMENT INFORMATION					
No.	Description	Assigned To	Average Monthly Mileage Estimate	Estimated Yearly Mileage Total	Actual Miles on Vehicle	Estimated Mileage Remaining on Current Vehicle	Estimated Time to Replacement of Vehicle	Estimated Year of Replacement
161	2016 Ford Police Utility	Taylor	652	7,818	94,107	5,893	0 yrs 9 mo	Nov-25
171	2017 Ford Police Utility	Unassigned	239	2,873	66,795	33,205	11 yrs 7 mo	Aug-36
172	2017 Ford Police Utility	Unassigned	78	935	111,451	-11,451	Overlimit	Overlimit
173	2017 Ford Police Utility	McKinney	498	5,970	59,318	40,682	6 yrs 10 mo	Nov-31
181	2018 Ford F150 Police	Unassigned	871	10,449	113,528	-13,528	Overlimit	Overlimit
191	2019 Dodge Durango	Tester	1,026	12,309	68,627	31,373	2 yrs 7 mo	Aug-27
201	2020 Ford Police Utility	Unassigned	754	9,045	50,288	49,712	5 yrs 6 mo	Jul-30
211	2021 Ford Police Utility	Shuffler	782	9,378	31,252	68,748	7 yrs 4 mo	May-32
212	2021 Ford Police Utility	Osborne	1,774	21,284	84,248	15,752	0 yrs 9 mo	Oct-25
231	2023 Dodge Durango	Atkins	1,023	12,273	12,368	87,632	7 yrs 2 mo	Mar-32
232	2023 Dodge Durango	Weekes	786	9,435	9,976	90,024	9 yrs 6 mo	Aug-34
Total Estimated Mileage			8,481	101,769				
Replacement Mileage Requirement			100,000					

Date of Report: 12/31/2024



Finance Department

Breakdown by Department:
As of January 31, 2025

Department	Budgeted	Encumbered	YTD	
Revenues:	4,954,841		2,852,451	58%
Total Revenues:	\$ 4,954,841		\$ 2,852,451	58%
Expenses:				
Governing Body	136,585	20,667	75,967	71%
Contingency & Tranfers	796,621	-	293,186	0%
Administration	668,192	848	374,627	56%
Public Works	561,146	730	318,445	57%
Police	1,157,733	30,153	591,359	54%
Fire	1,051,262	250	654,804	62%
Streets	312,283	-	253,063	81%
Sanitation	187,519	-	96,141	51%
Parks & Recreation	94,025	-	53,325	57%
Total Expenses:	\$ 4,965,366	\$ 52,648	\$ 2,710,917	56%
Expense to Revenue:				95%

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

Revenues:					
Account	Budget	YTD	Variance	%	Notes
01-3100-12 Taxes - Budget Year	1,645,942	1,527,127	(118,815)	93%	1
01-3100-17 Tax Penalties & Interest	8,140	2,898	(5,242)	36%	
01-3101-12 Taxes - Prior Years	12,552	13,851	1,299	110%	1
01-3102-12 Vehicle Tax	165,767	98,944	(66,823)	60%	
01-3230-31 Local Option Sales Tax	1,118,325	649,282	(469,043)	58%	
01-3231-31 Solid Waste Disposal Tax	2,522	1,229	(1,293)	49%	
01-3316-32 Powell Pave & Patch Funds	102,000	112,413	10,413	110%	2
01-3322-31 Beer & Wine - State	13,103	-	(13,103)	0%	3
01-3324-31 Utilities Franchise Tax	143,103	88,217	(54,886)	62%	
01-3330-84 County First Responders	6,020	3,570	(2,450)	59%	
01-3346-40 Abatements	-	550	550	100%	
01-3413-89 Miscellaneous Revenue	1,000	150	(850)	15%	
01-3431-41 Police Authority Revenue_Faith	175,797	87,899	(87,899)	50%	
01-3431-45 Police Report Revenue	150	105	(45)	70%	
01-3431-89 Police Miscellaneous	2,000	1,598	(402)	80%	4
01-3471-51 Environmental Fee Collection	200,070	98,655	(101,415)	49%	
01-3491-41 Subdivision & Zoning Fees	10,500	28,513	18,013	272%	5
01-3613-41 Parks Miscellaneous	15,000	16,495	1,495	110%	6
01-3713-33 Sal. Water/Sewer Reimbursement	41,804	-	(41,804)	0%	7
01-3831-89 Interest on Investments	162,500	97,888	(64,612)	60%	
01-3834-41 Park Shelter Rentals	9,000	6,940	(2,060)	77%	
01-3835-80 Police Surplus Items Sold	-	2,319	2,319	100%	8
01-3835-81 Surplus items Sold	200	1,619	1,419	809%	9
01-3837-31 ABC Net Revenue-Co.	15,200	12,189	(3,011)	80%	
01-3991-99 Fund Balance Appropriated	1,104,146	-	-	0%	10
	4,954,841	2,852,451	(2,102,390)	58%	

Notes:

- 1 A majority of Ad Valorem Taxes are received in the first few months of the fiscal year
- 2 Received both Powell Bill allocations
- 3 Received once annually in May
- 4 Includes \$1,000 donation from Moose Lodge (BA# 1)
- 5 Increase in planning and zoning requests
- 6 Granite Fest Vendor Registrations and Sponsorships
- 7 Will be received in last quarter of FY
- 8 Surplus: 2013 Chevrolet Impala sold on GovDeals, Obsolete Motorola shoulder mics
- 9 Surplus: Fire Dept chairs, Public Works inoperable air compressor
- 10 Fund Balance Appropriated = Budget as Adopted + Budget Amendments as follows:

Budget as Adopted	1,003,146
BA #2 PD Cars	60,000
BA #3 GQ Branded Street Signs	11,000
BA #4 Electus Governmental Affairs Contract	20,000
BA #5 Liability Insurance Claim	10,000
Total Fund Balance Appropriated	1,104,146

Governing Body:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4110-02 Council Salaries	18,745	-	9,373	9,373	50%	
01-4110-09 FICA Expense	1,434	-	717	717	50%	
01-4110-14 Insurance - Workers Comp	50	-	40	10	80%	11
01-4110-18 Professional Services	69,500	20,667	40,364	8,469	88%	12
01-4110-26 Office Expense	1,000	-	458	542	46%	
01-4110-31 Training & Schools	4,000	-	1,949	2,051	49%	
01-4110-40 Dues & Subscriptions	16,506	-	16,239	267	98%	13
01-4110-45 Insurance & Bonds	14,103	-	4,102	10,001	29%	11
01-4110-60 Special Projects	10,897	-	2,425	8,472	22%	
01-4110-61 Grants - Nonprofit Grant Program	350	-	300	50	86%	14
	136,585	20,667	75,967	39,952	71%	

Notes:

- 11 Paid once annually at start of Fiscal Year
- 12 Annual audit and attorney fees, change from Board of Aldermen to Town Council in Code of Ord is encumbered
- 13 Annual dues for NCLM, EDC, CCOG, MPO, UNC School of Government, Rowan County Chamber, etc.
- 14 GQ Civitans - \$100 for Town advertisement and \$100 for Granite Fest advertisement, \$100 Nazareth

Contingency & Transfers:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-9840-96 Transfer to Capital Project Funds	788,146	-	293,186	494,960	37%	15
01-9910-97 General Fund Contingency	8,475	-	-	8,475	0%	16
	796,621	-	293,186	503,435	37%	

Notes:

- 15 Transfer to Transformational Project CPO in current FY
- 16 Transferred to Police - Capital Outlay Vehicles

Administration:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4120-00 Salaries - Regular	305,622	-	165,783	139,839	54%	
01-4120-03 Salaries - Longevity	1,650	-	1,650	-	100%	
01-4120-07 401K Expense	15,312	-	8,296	7,016	54%	
01-4120-09 FICA Expense	23,507	-	12,787	10,720	54%	
01-4120-10 Retirement Expense	41,882	-	22,610	19,272	54%	
01-4120-11 Group Insurance	42,950	-	22,596	20,354	53%	
01-4120-14 Insurance - Workers Comp	500	-	495	5	99%	17
01-4120-17 Insurance – HRA/Admin Cost	1,200	-	707	493	59%	
01-4120-18 Professional Services	110,000	300	67,538	42,162	62%	
01-4120-22 Employee Appreciation	3,500	-	57	3,443	2%	
01-4120-26 Office Expense	9,719	48	5,446	4,225	57%	
01-4120-31 Training & Schools	9,500	500	3,441	5,559	41%	
01-4120-32 Telephone/Communications	4,500	-	2,723	1,777	61%	
01-4120-33 Utilities	5,600	-	3,291	2,309	59%	
01-4120-34 Printing	4,200	-	1,800	2,400	43%	
01-4120-37 Advertising	3,000	-	2,083	917	69%	18
01-4120-40 Dues & Subscriptions	2,500	-	1,973	527	79%	
01-4120-44 Contracted Services	43,000	-	21,307	21,693	50%	
01-4120-45 Insurance & Bonds	6,500	-	6,481	19	100%	17
01-4120-62 Committees - CAC	1,000	-	305	695	30%	
01-4120-68 Tax Collection	32,550	-	23,256	9,294	71%	19
	668,192	848	374,627	292,717	56%	

Notes:

- 17 Paid once annually at start of Fiscal Year
- 18 Higher number of advertisements based on public hearing notice requirements
- 19 Percentage of Ad Valorem taxes collected to date

Public Works:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4190-00 Salaries - Regular	165,895	-	74,410	91,485	45%	
01-4190-02 Salaries - Part-Time	85,000	-	46,430	38,570	55%	
01-4190-03 Salaries - Longevity	2,000	-	1,550	450	78%	
01-4190-07 401K Expense	8,295	-	3,723	4,572	45%	
01-4190-09 FICA Expense	19,347	-	9,497	9,850	49%	
01-4190-10 Retirement Expense	22,885	-	10,162	12,723	44%	
01-4190-11 Group Insurance	27,500	-	15,482	12,018	56%	
01-4190-14 Insurance - Workers Comp	10,444	-	10,335	109	99%	20
01-4190-20 Motor Fuel	13,100	-	6,434	6,666	49%	
01-4190-21 Uniforms	4,500	-	2,005	2,495	45%	
01-4190-24 Maint & Repair - Bldgs/Grounds	25,500	-	5,500	20,000	22%	
01-4190-25 Maint & Repair - Vehicles	9,000	-	8,278	722	92%	21
01-4190-29 Supplies & Equipment	25,500	-	5,304	20,196	21%	
01-4190-31 Training & Schools	300	-	205	95	68%	
01-4190-32 Telephone/Communications	2,400	-	803	1,597	33%	
01-4190-33 Utilities	4,300	-	2,019	2,281	47%	
01-4190-34 Printing	25	-	5	20	19%	
01-4190-35 Maint & Repairs - Equipment	4,925	-	4,836	89	98%	22
01-4190-40 Dues & Subscriptions	6,900	-	4,136	2,765	60%	
01-4190-44 Contracted Services	21,000	730	5,010	15,260	27%	
01-4190-45 Insurance & Bonds	7,230	-	7,228	2	100%	20
01-4190-54 Cap Outlay - Vehicles	84,500	-	84,496	4	100%	23
01-4190-55 Cap Outlay - Equipment	10,600	-	10,599	1	100%	24
	561,146	730	318,445	241,971	57%	

Notes:

- 20 Paid once annually at start of Fiscal Year
- 21 Major repairs and transmission on F150
- 22 John Deer mower repairs, leaf vac tune up and tires, backhoe tires, compressor preventive maintenance
- 23 Dump truck purchased and in service
- 24 Zero Turn Mower purchased and in service

Police:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4310-00 Salaries - Regular	607,956	-	266,324	341,632	44%	
01-4310-02 Salaries - Part-Time	10,000	-	5,707	4,293	57%	
01-4310-03 Salaries - Longevity	2,950	-	2,900	50	98%	
01-4310-07 401K Expense	30,398	-	13,327	17,071	44%	
01-4310-09 FICA Expense	47,500	-	21,802	25,698	46%	
01-4310-10 Retirement Expense	91,881	-	40,086	51,795	44%	
01-4310-11 Group Insurance	95,358	-	42,970	52,388	45%	
01-4310-14 Insurance - Workers Comp	18,500	-	18,215	285	98%	25
01-4310-20 Motor Fuel	22,750	-	11,449	11,301	50%	
01-4310-21 Uniforms	4,400	53	3,485	862	80%	
01-4310-25 Maint & Repair - Vehicles	11,500	-	9,196	2,304	80%	
01-4310-26 Office Expense	1,500	-	246	1,254	16%	
01-4310-29 Supplies & Equipment	12,000	-	10,343	1,657	86%	
01-4310-31 Training & Schools	5,000	-	1,069	3,931	21%	
01-4310-32 Telephone/Communications	9,000	-	4,942	4,058	55%	
01-4310-33 Utilities	2,080	-	1,372	708	66%	
01-4310-34 Printing	1,200	-	188	1,012	16%	
01-4310-35 Maint & Repair - Equipment	1,000	-	170	830	17%	
01-4310-40 Dues & Subscriptions	5,660	-	2,692	2,968	48%	
01-4310-44 Contracted Services	33,000	-	24,739	8,261	75%	26
01-4310-45 Insurance & Bonds	24,100	-	23,556	544	98%	25
01-4310-54 Cap Outlay - Vehicles	120,000	30,100	86,581	3,319	97%	27
	1,157,733	30,153	591,359	536,221	54%	

Notes:

- 25 Paid once annually at start of Fiscal Year
- 26 Law enforcement legal support and Superior annual support paid once at start of Fiscal Year
- 27 2 Police Vehicles purchased and registered. Upfits are incomplete.

Fire:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4340-00 Salaries - Regular	441,261	-	228,586	212,675	52%	
01-4340-02 Salaries - Part-Time	128,000	-	85,506	42,495	67%	
01-4340-03 Salaries - Longevity	2,500	-	2,400	100	96%	
01-4340-07 401K Expense	23,240	-	12,154	11,086	52%	
01-4340-09 FICA Expense	43,740	-	24,649	19,091	56%	
01-4340-10 Retirement Expense	63,692	-	33,125	30,567	52%	
01-4340-11 Group Insurance	82,800	-	42,773	40,027	52%	
01-4340-14 Insurance - Workers Comp	19,500	-	19,424	76	100%	28
01-4340-17 Firemen's Pension Fund	1,500	-	-	1,500	0%	
01-4340-20 Motor Fuel	8,500	-	4,385	4,115	52%	
01-4340-21 Uniforms	3,500	250	2,558	692	80%	
01-4340-25 Maint & Repair - Vehicles	13,000	-	7,163	5,837	55%	
01-4340-26 Office Expense	150	-	26	124	17%	
01-4340-29 Supplies & Equipment	30,000	-	20,678	9,322	69%	29
01-4340-31 Training & Schools	4,000	-	833	3,167	21%	
01-4340-32 Telephone/Communications	6,800	-	3,220	3,580	47%	
01-4340-33 Utilities	8,400	-	4,213	4,187	50%	
01-4340-34 Printing	200	-	75	125	37%	
01-4340-35 Maint & Repair - Equipment	2,500	-	330	2,170	13%	
01-4340-40 Dues & Subscriptions	4,600	-	2,736	1,864	59%	
01-4340-44 Contracted Services	10,000	-	7,363	2,637	74%	
01-4340-45 Insurance & Bonds	13,000	-	12,608	392	97%	28
01-4340-71 - Fire Truck Principal	140,379	-	140,000	379	100%	30
	1,051,262	250	654,804	396,208	62%	

Notes:

- 28 Paid once annually at start of Fiscal Year
- 29 Turnout gear for new hires
- 30 Down payment on fire truck

Streets:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4510-18 Professional Services	8,525	-	-	8,525	0%	31
01-4510-29 Supplies & Equipment	2,416	-	-	2,416	0%	
01-4510-58 Cap Outlay - Bldg/Infrastructure	240,552	-	226,336	14,216	94%	
01-4511-29 Supplies & Equipment	3,500	-	-	3,500	0%	
01-4511-33 Utilities - Street Lights	56,990	-	26,727	30,263	47%	
01-4511-39 Other Services	300	-	-	300	0%	
	312,283	-	253,063	59,220	81%	

Notes:

31 Street paving complete

Sanitation:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4710-44 Contracted Services	187,519	-	96,141	91,378	51%	
	187,519	-	96,141	91,378	51%	

Notes:

Parks & Rec:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-6130-24 Maint & Repair - Bldgs/Grounds	27,425	-	12,472	14,953	45%	32
01-6130-29 Supplies & Equipment	10,000	-	2,373	7,627	24%	
01-6130-32 Telephone/Communications	7,000	-	4,040	2,960	58%	
01-6130-33 Utilities	23,600	-	11,630	11,970	49%	
01-6130-44 Contracted Services	1,500	-	-	1,500	0%	
01-6130-62 Committees - PERC	24,500	-	22,811	1,689	93%	
	94,025	-	53,325	40,700	57%	

Notes:

32 Mainly Granite Fest

Town of Granite Quarry, North Carolina
Capital Project Ordinance # 2020-04
FEMA Grant - Granite Lake Repairs
Inception 3/2/2020

	Amended Project Authorization	Encumbered	Total To Date	(Variance)	Notes
<u>REVENUES</u>					
04-3613-26 FEMA Grant	\$ 576,286		\$ 506,020	2,311	
04-3613-36 NCDEM Grant	192,095		168,673	770	
<i>Total Revenues</i>	<u>768,381</u>		<u>674,693</u>	<u>3,081</u>	
<u>OTHER FINANCING SOURCES</u>					
04-3981-96 Transfer from General Fund	-		-	-	
<i>Total Other Financing Sources</i>	<u>-</u>		<u>-</u>	<u>-</u>	
TOTAL REVENUES AND OTHER FINANCING SOURCES	<u>768,381</u>		<u>674,693</u>	<u>3,081</u>	
<u>EXPENDITURES</u>					
04-6130-18 Professional Services					
Engineer or Architect Fees	174,250	-	171,169	3,081	
<i>Total Personnel</i>	<u>174,250</u>		<u>171,169</u>	<u>3,081</u>	
04-6130-69 Cap Outlay - Bldg, Struct, Other					
Construction Cost	\$ 547,619		\$ 503,524	-	
Contingency (10%)	46,512		\$ -	-	
<i>Total Capital Outlay</i>	<u>594,131</u>		<u>503,524</u>	<u>-</u>	
TOTAL EXPENDITURES	<u>\$ 768,381</u>		<u>\$ 674,693</u>	<u>3,081</u>	
TOTAL FINANCING SOURCES OVER EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	

Notes:

Town of Granite Quarry, North Carolina
Capital Project Ordinance # 2023-01
Transformational Project
Inception 1/9/2023

	Amended Project Authorization	Encumbered	Total To Date	Projected by Completion (Variance)	Notes
<u>FINANCING SOURCES</u>					
08-3981-96 Transfer from General Fund	959,917		424,569	535,348	
<i>Total Financing Sources</i>	959,917		424,569	535,347	
TOTAL REVENUES AND OTHER FINANCING SOURCES	959,917		424,569	535,347	
<u>EXPENDITURES</u>					
08-4930-18 Professional Services					
Pre-Development Services	26,753	-	26,753	-	
Civic Park "Option 1" Improvements	43,678	-	43,678	-	
Civic Park Master Plan	55,075	-	55,075	-	
Surveying	45,000	35,500	9,500	35,500	
Attorney Fees	2,573		2,573	-	
<i>Total Personnel</i>	173,078	35,500	137,578	35,500	
08-4930-29 Supplies & Equipment	2,000	-	314	1,686	
<i>Total Supplies & Equipment</i>	2,000	-	314	1,686	
08-4930-58 Cap Outlay - Construction					
Feasibility Study	15,000	-	15,000	-	
Civic Park Parking Lot	205,677	-	205,677	-	33
Civic Park "Option 1" Improvements	439,840	-	-	439,840	
	660,517	-	220,677	439,840	
08-4930-97 Contingency	14,322	-	-	14,322	
<i>Total Construction</i>	14,322	-	-	14,322	
08-9840-96 Transfer to TAP Project Fund	110,000	-	66,001	43,999	
<i>Total Transfers</i>	110,000	-	66,001	43,999	
TOTAL EXPENDITURES	959,917	35,500	424,570	535,347	
TOTAL FINANCING SOURCES OVER EXPENDITURES	-	\$ -	-	-	

Notes:

33 Civic Park parking lot complete

Town of Granite Quarry, North Carolina
Capital Project Ordinance # 2023-03
Transportation Alternatives Program Project
Inception 2/13/2021

	Project Authorization	Encumbered	Total To Date	Projected by Completion (Variance)	Notes
<u>REVENUES</u>					
09-3450-36 Transportation Alternatives Program Funds	440,000		-	440,000	
<i>Total Revenues</i>	440,000		-	440,000	
<u>OTHER FINANCING SOURCES</u>					
09-3984-96 Transfer from Transformational Projects	110,000		74,796	35,204	
<i>Total Other Financing Sources</i>	110,000		74,796	35,204	
TOTAL REVENUES AND OTHER FINANCING SOURCES	550,000		74,796	475,204	
<u>EXPENDITURES</u>					
09-4511-18 Professional Services	75,000	11,220	63,576	204	
<i>Total Personnel</i>	75,000	11,220	63,576	204	
09-4511-58 Cap Outlay - Construction	452,500	-	-	452,500	
09-4511-97 Contingency	22,500	-	-	22,500	
<i>Total Construction</i>	475,000	-	-	475,000	
TOTAL EXPENDITURES	550,000	11,220	63,576	475,204	
TOTAL FINANCING SOURCES OVER EXPENDITURES	-	(11,220)	11,220	-	

Notes:

Town of Granite Quarry, North Carolina
Capital Reserve Fund
Inception 7/1/2023

	Amended Authorization	Total To Date
<u>FINANCING SOURCES</u>		
02-3981-96 Transfer from General Fund	76,000	76,000
<i>Total Other Financing Sources</i>	76,000	76,000
TOTAL REVENUES AND OTHER FINANCING SOURCES	76,000	76,000
 <u>EXPENDITURES</u>		
02-4190-54 Cap Outlay - Dump Truck	-	-
02-4260-58 Cap Outlay - Town Hall	76,000	-
02-4340-54 Cap Outlay - Fire Truck	-	-
<i>Total Capital Outlay</i>	76,000	-
TOTAL EXPENDITURES	76,000	-
TOTAL FINANCING SOURCES OVER EXPENDITURES	-	76,000

Notes:

Unassigned Fund Balance:

**These amounts are estimates only and intended to give an indication of the fiscal health of Unassigned Fund Balance.*

Unassigned Fund Balance as of 7/01/24	3,425,822
Revenues to date	2,852,451
Expenses to date	(2,710,917)
Revenues over Expense to date	<u>141,534</u>
Less Encumbered	(52,648)
Less Restricted:	
Powell Bill	-
Reserved by State Statute	(390,449)
Total Restricted	<u>(390,449)</u>
Less Committed:	
Transformational Project CPO	(494,960)
Total Committed	<u>(494,960)</u>
Unassigned Fund Balance at Month End	\$ 2,629,300

Interest on Investments by Month FY 2024-2025

Acct#	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Interest YTD	Invested Balance
Money Market Accounts:														
XX9011	27	29	25	27	27	27	29	-	-	-	-	-	192	54,036.00
XX1186	32	34	29	32	30	33	34	-	-	-	-	-	225	63,321.57
	59	63	54	60	58	60	64	-	-	-	-	-	417	\$ 117,357.57
NC Capital Management Trust:														
XX4319	14,039	13,777	15,428	15,074	13,390	13,373	12,389	-	-	-	-	-	97,471	3,462,927.95
	14,039	13,777	15,428	15,074	13,390	13,373	12,389	-	-	-	-	-	97,471	\$ 3,462,927.95
Totals													\$ 97,888	\$ 3,580,286

Total Invested Balance		\$ 3,580,286
Cash Balance at Month End	\$ 290,456	
Minus Outstanding Transactions at Month End	\$ (27,618)	
Total Reconciled Cash Balance	\$ 262,838	
Total Available Funds	\$ 3,843,124	

Town of Granite Quarry
Town Manager's Report
January 2025



- Planning Board and ZBA met on Monday, 1/6. The annual election of officers was held, and Joe Hudson will remain the Chair and Jared Mathis will be the Vice-Chair on both. The PB recommended an amendment to the Troutman TNDO on a reworked site plan that was revised on 12/12/24. The applicant has worked out the issues with Brinkley that were discussed earlier last year.
- We have begun fielding calls on urban archery. This is allowed within town limits but very limited to areas that are allowed and are not allowed on town property. The season is Jan 13th – Feb. 18th.
- Staff has scored the RFQ's for the Civic Park design and Benesch was the clearcut choice, they did our comprehensive parks master plan and have a wealth of knowledge of PARTF and our existing facilities. I have worked on a contract with Benesch, and it is on the agenda for approval this evening.
- The 12 month rose care seminar was Tuesday the 14th. We had 6 in attendance; we greatly appreciate the support from A Perfect Rose.
- I also keyed a grant sponsored by the NCDOT for a bike helmet initiative for this fiscal year. If awarded, public safety would receive 50 various-sized bike helmets to use at events to promote bike safety.
- I have been in touch with Duke Energy and our regular engineer is back at work, and the final cost estimates are being prepared. The downtown project has been deemed feasible to complete.
- We did receive an offer on the Dunns Mtn Church / Mayor Ponds St town-owned property today. We will bring this to the February meeting for the Town Council for discussion. I have attached the offer letters to this update. This parcel is .68 acres with a tax value of \$47,430. This is the offer from Coleton Boone, the Allstate agent in GQ. Town Council reserves the right to decline, accept or appoint the manager to negotiate at that meeting. If the offer is accepted, we would then advertise the property for an upset bid. To my understanding he is wanting to develop some commercial offices as well as move his insurance agency to one of them.

- I have signed the FEMA closeout document for the 2018 Lake Park Repairs. This document has been accepted, and we will receive our remaining funds.
- Chief Taylor returned from the Chief's Conference and brought back knowledge that he can use to make our PD stronger, safer, and more effective.
- Planning reviewed the sketch plans for a second building at the Easter Creek site in Granite Industrial Park. The developer is looking at 80,000, expandable to 120,000SF.
- Mayor Barnhardt, Aubrey, and I attended the Legislative PIP breakfast on Thursday, 1/16 at Catawba. Our state elected officials attended and spoke on projects around the state. Each municipality displayed its 3 projects identified as priority projects. Representative Warren did make mention of the different buckets of funding out there and specifically mentioned the Civic Park project in front of the group and how that project differs and could probably receive assistance faster than a lot of the proposed transportation projects.
- Attended the draft presentation of the Hazard Mitigation meeting for Rowan and Iredell. The plan and all the input that the counties and municipalities have put together is now in draft form and soon be listed for public comments. This is the final step before we adopt a resolution to send FEMA for their acceptance. A resolution by the Town Council for acceptance assures that the town remains eligible for FEMA funds in the event of an emergency.
- Submitted a pre-application to Lowes Hometown Grants for Granite Civic Park in hopes to help with funding for the improvements. Next step will be granted permission to apply for the grant funding from Lowes Home Improvement.
- Submitted a funding request for funding for the Civic Park project from the Margaret C. Woodson Foundation in the amount of \$50,000. This process should be completed by end of Spring.
- I prepared an application for the Blanche and Julian Robertson Foundation; a copy of the draft has been sent out in the Town Council weekly update. This request is in the amount of \$200,000 for the Granite Civic Park project.
- The Chamber Gala Thursday night, 1/23 was very enjoyable, and I have only heard good things from those that went. There was quite a bit of networking at the event and now Steve Fisher is Chair of the Chamber. We greatly thank Town Council for allowing us to be a part of the sponsorship.
- Staff discussed a draft that I put together for a #GQSOLID award which was discussed by the Town Council a while back. This program would reward an employee per quarter.

The department heads and HR are in the process of finishing touches to the nominating form.

- We have dodged a bullet on the R57 pump. After a vendor has checked it out, it does appear to be a minor fix that is required. This is very good news!
- Swearing / introduction of Sgt. Greg McKinney

2025-26 NCLM Legislative Goals

RESILIENT INFRASTRUCTURE

- Establish long-term funding streams that adequately address water, sewer, stormwater, transportation and other infrastructure needs.
- Expand state transportation funding streams for construction and maintenance of municipal and state-owned secondary roads.
- Create incentives that encourage and adequately fund regionalized water and sewer solutions.



HEALTHY FINANCES

- Expand funding opportunities for disaster resiliency and recovery efforts.
- Provide local revenue options beyond the property tax.
- Expand incentives and funding for local economic development.



UPLIFTING UNDERSERVED COMMUNITIES

- Support technical assistance programs to assist municipalities with securing or maintaining grants or other necessary municipal resources.



VIBRANT COMMUNITIES & NEIGHBORHOODS

- Preserve authority for extraterritorial jurisdiction to ensure that growth is well-planned and investments by homeowners and business owners are protected.
- Update the annexation petition thresholds to make voluntary annexations easier to initiate.



ADAPTIVE MUNICIPAL OPERATIONS

- Protect the ability of municipal elected officials, acting on behalf of local voters, to determine election formats, districts and other election matters currently under their purview.

Agenda Item Summary

Regular Meeting
February 10, 2025
Agenda Item 5

Summary:

Staff will present the materials for the concurrent annexation and zoning map amendment for 3006 Old Concord Road.

Attachments:

- Annexation Memo
- Draft Annexation Ordinance ANNEX 2025-02-10-1
- Draft Ordinance ZMA 2025-02-10-1

Action Requested:

Motion to adopt Ordinance ANNEX 2025-02-10-1 to annex 3006 Old Concord Road as a non-contiguous property.

AND

Motion to adopt Ordinance ZMA 2025-02-10-1 to amend the Granite Quarry Development Ordinance.

3006 Old Concord Road

Motion Made By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Second By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

For:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Against:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

- For
- Against

MEMORANDUM TOWN OF GRANITE QUARRY, N.C.

To: Mayor and Town Council

Date: February 10, 2025

From: F. Richard “Rick” Flowe, AICP, Planning, Zoning & Subdivision Administrator

Re: Voluntary Annexation Petition for non-contiguous property of EAGLE MOUNTAIN HOLDINGS LLC and AMBRO AND SONS LLP, 2500 COUNTY RD 42 W. BURNSVILLE, MN 55337

BACKGROUND

On December 16, 2024, the owner of property located at 3006 Old Concord Road (Rowan County Parcel ID 402 062) submitted a petition for voluntary non-contiguous annexation into the town limits of the Town of Granite Quarry. The properties when taken together consist of approximately 1.16 acres. Location map from Rowan County GIS:



FINDINGS AND CONCLUSIONS

The North Carolina General Statutes require that property deemed non-contiguous to the “primary corporate limits” of a municipality must meet certain requirements for annexation. The following provisions demonstrate the eligibility of the subject property(s) for annexation by the Town as follows:

- 1. The property lies within an area contained within the defined boundaries of an annexation boundary agreement authorized by NCGS 160A, Article 4A, Part 6.
- 2. The property meets the requirements of NCGS 160A-58.1(b2).
- 3. The property owner has submitted a petition to the Town of Granite Quarry for annexation.

The property does not currently have a Town of Granite Quarry zoning designation due to its location beyond the Extraterritorial Jurisdiction of the Town; therefore, a concurrent hearing may be held at the time of annexation to designate an initial zoning designation upon the Official Zoning Map of the Town.

FISCAL IMPACT

The property will be subject to applicable taxes and fees in accordance with rates in effect throughout the Town. The Town will deliver standard municipal services for this property upon development. The Town will receive additional revenues from Ad Valorem tax assessments and applicable state shared revenues.

RECOMMENDATION FOR ACTION ON ANNEXATION & ZONING

There are several steps required to annex and apply Town zoning to this property. The following outline illustrates how this process may be completed in two regular meetings of the Mayor and Town Council.

THE ACTIONS TAKEN AT THE January 13, 2025 MEETING INCLUDED:

- a. Directed (by Resolution #RES-2025-01-13-1) the Town Clerk to investigate the sufficiency of the petition.
- b. Clerk presented “Certification of Sufficiency” to the Board
- c. Upon receipt of petition certification by Town Clerk, called (by Resolution #RES-2025-01-13-2) for public hearing at next regular meeting.

ADDITIONAL STEPS BEFORE AND BETWEEN TOWN BOARD MEETINGS

While the Mayor and Town Council undertake the process of annexation, staff will:

- 1. Placed an item on the February 3, 2025 Planning Board agenda requesting their recommendation on the designation of the appropriate zoning district requested by the petitioner as “Industrial” (IND) consistent with the existing designation upon the Future Land Use Map of the Town Plan 2040 of “Employment/Manufacturing”;
- 2. Advertised for a Public Legislative Hearing scheduled for February 10, 2025 before the Mayor and Town Council on the subject of annexing and applying an initial Town zoning designation to the property.

NEXT STEPS BY MAYOR AND TOWN COUNCIL - THE ACTIONS THAT MAY BE TAKEN AT THE February 10, 2025 REGULAR MEETING INCLUDE:

1. Concurrently conducting the required Legislative Public Hearings for the purpose of receiving input from citizens and/or persons owning an interest in the subject property.
2. Consideration (adoption or rejection) of an Ordinance #ANNEX-2025-02-10-1 Extending the Corporate Limits (annexation) to include the subject property.
3. Consideration (adoption or rejection) of an Ordinance #ZMA-2025-02-10-1 Amending the Official Zoning Map of the Granite Quarry Development Ordinance (initial zoning) to reflect designation upon the subject property.

FINAL STEPS FOLLOWING ANNEXATION AND ZONING

Following the annexation of the property, staff will be preparing additional materials to

1. Update Official Zoning Map in Clerk's record, Administrator's record and online.
2. Update shape-files with Rowan County GIS to reflect new zoning and jurisdictional designations online.
3. Record the annexation with both the NC Secretary of State and Rowan County Register of Deeds;
4. Notify all public utilities (telecom, etc.) of the change in the corporate limits of the Town for their proper reporting of utility franchise taxes paid to the State of North Carolina so local shared revenues can be properly distributed;
5. Accept application from owner for the approval (by staff) of site development plan(s) and/or preliminary plat(s) for any future development project upon the subject property;
6. Process zoning permit application(s) and issue permit(s) upon compliance with the Granite Quarry Development Ordinance (GQDO).

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

Ordinance #ANNEX 2025-02-10-1

WHEREAS, a Petition signed by the owner, Eagle Mountain Holdings LLC and Ambro and Sons LLP, 2500 County Rd 42 W. Burnsville, MN 55337, of property located at 3006 Old Concord Road (Rowan County Parcel ID 402 062) submitted a petition for voluntary non-contiguous annexation into the town limits of the Town of Granite Quarry. The petition received for the properties when taken together consist of approximately 1.162 acres, as shown on the map exhibit and description(s) appearing in Attachment “A” and Attachment “B” attached hereto, was received by the Town of Granite Quarry on December 16, 2024; and,

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

WHEREAS, the Petition was presented to the Mayor and Town Council during the regular meeting of January 13, 2025; and,

WHEREAS, on January 13, 2025 the Mayor and Town Council directed, by Resolution duly adopted, the Town Clerk of the Town of Granite Quarry, North Carolina, to investigate the sufficiency of said Petition and to certify the results to the Mayor and Town Council; and,

WHEREAS, at the regular meeting of the Mayor and Town Council held on January 13, 2025, a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry was presented to the Mayor and Town Council wherein the Town Clerk certified that upon due investigation found the above individual(s) who signed the aforementioned Petition constitute the owner(s) of the land within the boundaries described in said Petition and, as hereinafter described, that said boundaries are not contiguous to the present Town limit primary boundaries, and are eligible to be annexed pursuant to G.S. 160A-58.1, et seq. of the General Statutes of North Carolina; and,

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

hearing upon the question of such annexation was called to be had before the Mayor and Town Council of the Town of Granite Quarry at 6:00 p.m. on the 10th day of February 2025; and,

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

WHEREAS, it appears to the Mayor and Town Council from the publisher's Affidavit with clipping attached thereto, duly filed with the Town Clerk, that a notice of such public hearing as directed by the Mayor and Town Council was duly published in the Salisbury Post in its issues of the 19th day and 26th day of January, 2025, which date of publication was at least ten (10) days prior to the date set for such public hearing; and,

WHEREAS, a public hearing was held by the Mayor and Town Council of the Town of Granite Quarry on the 10th day of February 2025 at the stated time and place where the petitioners and any other residents of the Town of Granite Quarry were given an opportunity to appear and be heard on the question of the sufficiency of the Petition and the desirability of the annexation; and,

WHEREAS, the Mayor and Town Council, after due deliberation and consideration during the regular Mayor and Town Council meeting held on 10th day of February 2025, now finds that the Petition meets the requirements of G.S. 160A-58.1, et seq. of the General Statutes of North Carolina, that the Petition contained the signatures of the owners of the real property within the area proposed for annexation, that the Petitions are otherwise valid and that the public health, safety and welfare of the inhabitants of the Town and of the area proposed for annexation will be best served by the annexation through the expansion, now or in the future, of essential public services provided by the Town.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, in regular meeting assembled the 10th day of February 2025, hereby adopts this ordinance as follows:

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

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

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

SECTION 4: This Annexation shall become effective upon adoption.

Adopted this 10th day of February 2025.

s/ _____
Brittany H. Barnhardt, Mayor

s/ _____
Aubrey Smith, Town Clerk

Attachment "A"

Image from Rowan County GIS showing parcel 402 062:



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Attachment "B"

Description(s):

Parcel 402 062

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

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

Ordinance #ZMA-2025-02-10-1

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

Part 1. Consistency with Adopted Comprehensive Plan.

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

Part 2. Statement of Reasonableness.

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

Part 3. Establishment of New Zoning Designation.

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

Part 4. Effective Date.

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

Adopted this 10th day of February 2025.

s/ _____
Brittany H. Barnhardt, Mayor

s/ _____
Aubrey Smith, Town Clerk

Attachment "A"

Image from Rowan County GIS showing parcel 402 062:



Recommended by Planning

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Attachment "B"

Description(s):

Parcel 402 062

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

Recommended by Planning

Agenda Item Summary

Regular Meeting
February 10, 2025
Agenda Item 6

Summary:

Staff will present the materials for the concurrent annexation and zoning map amendment for 260 Tingle Drive.

Attachments:

- Annexation Memo
- Draft Annexation Ordinance ANNEX 2025-02-10-2
- Draft Ordinance ZMA 2025-02-10-2

Action Requested:

Motion to adopt Ordinance ANNEX 2025-02-10-2 to annex 260 Tingle Drive as a non-contiguous property.

AND

Motion to adopt Ordinance ZMA 2025-02-10-2 to amend the Granite Quarry Development Ordinance.

260 Tingle Drive

Motion Made By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Second By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

For:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Against:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

- For
- Against

MEMORANDUM TOWN OF GRANITE QUARRY, N.C.

To: Mayor and Town Council

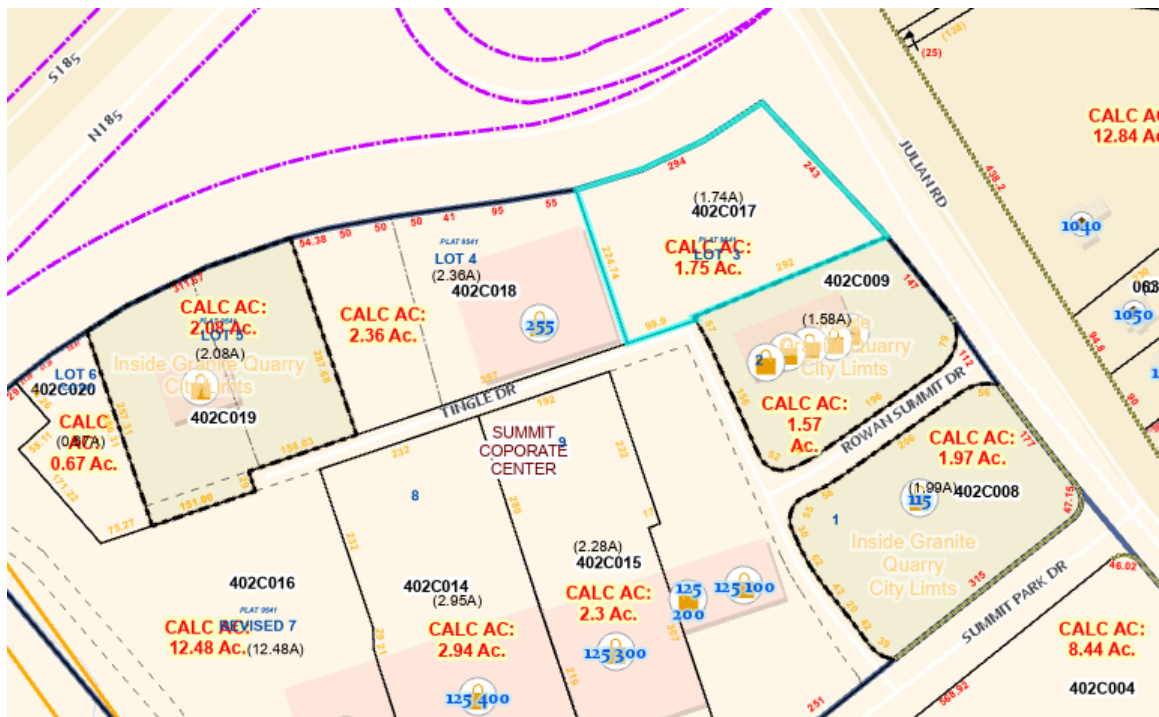
Date: February 10, 2025

From: F. Richard “Rick” Flowe, AICP, Planning, Zoning & Subdivision Administrator

Re: Voluntary Annexation Petition for non-contiguous property of Rowan Summit, LLC, the owner of properties located at 260 Tingle Drive, Salisbury NC 28146

BACKGROUND

On December 17, 2024, the owner of property located at 260 Tingle Drive (Rowan County Parcel ID 402C017) submitted a petition for voluntary non-contiguous annexation into the town limits of the Town of Granite Quarry. The property consists of approximately 1.743 acres. Location map from Rowan County GIS:



FINDINGS AND CONCLUSIONS

The North Carolina General Statutes require that property deemed non-contiguous to the “primary corporate limits” of a municipality must meet certain requirements for annexation. The following provisions demonstrate the eligibility of the subject property(s) for annexation by the Town as follows:

- 1. The property lies within an area contained within the defined boundaries of an annexation boundary agreement authorized by NCGS 160A, Article 4A, Part 6.
- 2. The property meets the requirements of NCGS 160A-58.1(b2).
- 3. The property owner has submitted a petition to the Town of Granite Quarry for annexation.

The property does not currently have a Town of Granite Quarry zoning designation due to its location beyond the Extraterritorial Jurisdiction of the Town; therefore, a concurrent hearing may be held at the time of annexation to designate an initial zoning designation upon the Official Zoning Map of the Town.

FISCAL IMPACT

The property will be subject to applicable taxes and fees in accordance with rates in effect throughout the Town. The Town will deliver standard municipal services for this property upon development. The Town will receive additional revenues from Ad Valorem tax assessments and applicable state shared revenues.

RECOMMENDATION FOR ACTION ON ANNEXATION & ZONING

There are several steps required to annex and apply Town zoning to this property. The following outline illustrates how this process may be completed in two regular meetings of the Mayor and Town Council.

THE ACTIONS TAKEN AT THE January 13, 2025 MEETING INCLUDED:

- a. Directed (by Resolution #RES-2025-01-13-3) the Town Clerk to investigate the sufficiency of the petition.
- b. Clerk presented “Certification of Sufficiency” to the Board
- c. Upon receipt of petition certification by Town Clerk, called (by Resolution #RES-2025-01-13-4) for public hearing at next regular meeting.

ADDITIONAL STEPS BEFORE AND BETWEEN TOWN BOARD MEETINGS

While the Mayor and Town Council undertake the process of annexation, staff will:

- 1. Placed an item on the February 3, 2025 Planning Board agenda requesting for their recommendation on the designation of the appropriate zoning district requested by the petitioner as “Interstate Highway 85 Commercial District” (C-85) consistent with the existing designation upon the Future Land Use Map of the Town Plan 2040 of “Commercial”; and

2. Advertised for a **Public Legislative Hearing scheduled for February 10, 2025 before the Mayor and Town Council** on the subject of annexing and applying an initial Town zoning designation to the property.

NEXT STEPS BY MAYOR AND TOWN COUNCIL - THE ACTIONS THAT MAY BE TAKEN AT THE February 10, 2025 REGULAR MEETING INCLUDE:

1. Concurrently conducting the required Legislative Public Hearings for the purpose of receiving input from citizens and/or persons owning an interest in the subject property.
2. Consideration (adoption or rejection) of an Ordinance #ANNEX-2025-02-10-2 Extending the Corporate Limits (annexation) to include the subject property.
3. Consideration (adoption or rejection) of an Ordinance #ZMA-2025-02-10-2 Amending the Official Zoning Map of the Granite Quarry Development Ordinance (initial zoning) to reflect designation upon the subject property.

FINAL STEPS FOLLOWING ANNEXATION AND ZONING

Following the annexation of the property, staff will be preparing additional materials to

1. Update Official Zoning Map in Clerk's record, Administrator's record and online.
2. Update shape-files with Rowan County GIS to reflect new zoning and jurisdictional designations online.
3. Record the annexation with both the NC Secretary of State and Rowan County Register of Deeds;
4. Notify all public utilities (telecom, etc.) of the change in the corporate limits of the Town for their proper reporting of utility franchise taxes paid to the State of North Carolina so local shared revenues can be properly distributed;
5. Accept application from owner for the approval (by staff) of site development plan(s) and/or preliminary plat(s) for any future development project upon the subject property;
6. Process zoning permit application(s) and issue permit(s) upon compliance with the Granite Quarry Development Ordinance (GQDO).

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

Ordinance #ANNEX 2025-02-10-2

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

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

WHEREAS, the Petition was presented to the Mayor and Town Council during the regular meeting of January 13, 2025; and,

WHEREAS, on January 13, 2025 the Mayor and Town Council directed, by Resolution duly adopted, the Town Clerk of the Town of Granite Quarry, North Carolina, to investigate the sufficiency of said Petition and to certify the results to the Mayor and Town Council; and,

WHEREAS, at the regular meeting of the Mayor and Town Council held on January 13, 2025, a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry was presented to the Mayor and Town Council wherein the Town Clerk certified that upon due investigation found the above individual(s) who signed the aforementioned Petition constitute the owner(s) of the land within the boundaries described in said Petition and, as hereinafter described, that said boundaries are not contiguous to the present Town limit primary boundaries, and are eligible to be annexed pursuant to G.S. 160A-58.1, et seq. of the General Statutes of North Carolina; and,

WHEREAS, following the receipt by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, of a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry, said information and due consideration thereof by the Mayor and Town Council, passed a motion to adopt a Resolution whereby a public hearing upon the question of such annexation was called to be had before the Mayor and Town Council of the Town of Granite Quarry at 6:00 p.m. on the 10th day of February 2025; and,

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

WHEREAS, it appears to the Mayor and Town Council from the publisher's Affidavit with clipping attached thereto, duly filed with the Town Clerk, that a notice of such public hearing as directed by the Mayor and Town Council was duly published in the Salisbury Post in its issues of the 19th day and 26th day of January, 2025, which initial date of publication was at least ten (10) days prior to the date set for such public hearing; and,

WHEREAS, a public hearing was held by the Mayor and Town Council of the Town of Granite Quarry on the 10th day of February 2025 at the stated time and place where the petitioners and any other residents of the Town of Granite Quarry were given an opportunity to appear and be heard on the question of the sufficiency of the Petition and the desirability of the annexation; and,

WHEREAS, the Mayor and Town Council, after due deliberation and consideration during the regular Mayor and Town Council meeting held on 10th day of February 2025, now finds that the Petition meets the requirements of G.S. 160A-58.1, et seq. of the General Statutes of North Carolina, that the Petition contained the signatures of the owners of the real property within the area proposed for annexation, that the Petitions are otherwise valid and that the public health, safety and welfare of the inhabitants of the Town and of the area proposed for annexation will be best served by the annexation through the expansion, now or in the future, of essential public services provided by the Town.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, in regular meeting assembled the 10th day of February 2025, hereby adopts this ordinance as follows:

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

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

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

SECTION 4: This Annexation shall become effective upon adoption.

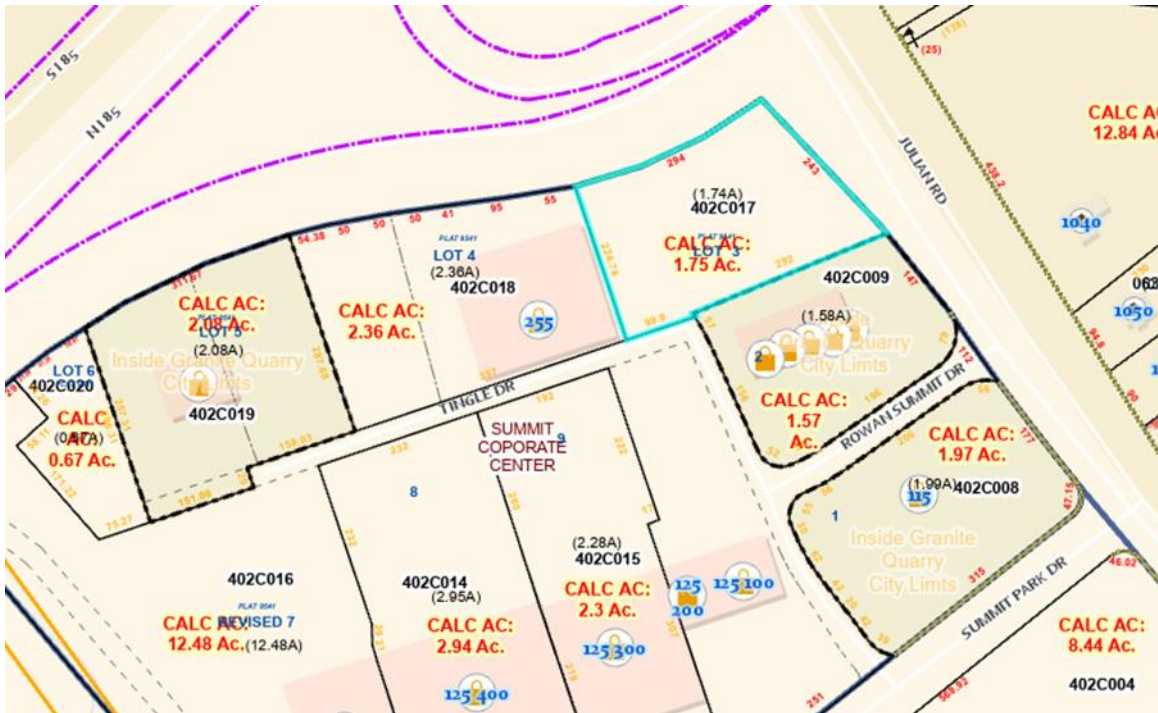
Adopted this 10th day of February 2025.

s/ _____
Brittany H. Barnhardt, Mayor

s/ _____
Aubrey Smith, Town Clerk

Attachment "A"

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



Attachment "B"

Description(s):

Parcel 402C017

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

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

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

Ordinance #ZMA-2025-02-10-2

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

Part 1. Consistency with Adopted Comprehensive Plan.

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

Part 2. Statement of Reasonableness.

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

Part 3. Establishment of New Zoning Designation.

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

Part 4. Effective Date.

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

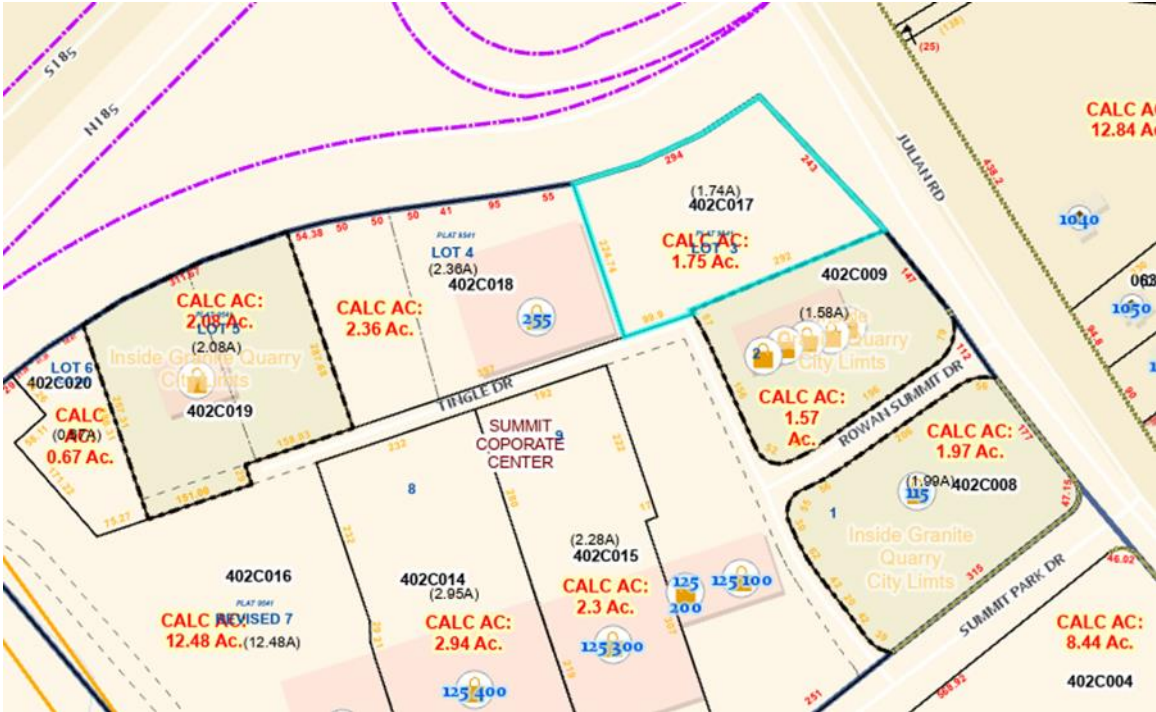
Adopted this 10th day of February 2025.

s/ _____
Brittany H. Barnhardt, Mayor

s/ _____
Aubrey Smith, Town Clerk

Attachment “A”

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



Attachment “B”

Description(s):

Parcel 402C017

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

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

Agenda Item Summary

Regular Meeting
February 10, 2025
Agenda Item 7

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

Summary:

Planning, Zoning, and Subdivision Administrator Richard Flowe will present the proposed amendments to the Zoning Map as recommended by the Planning Board at its January 6, 2025 meeting.

Attachments:

- Ordinance ZMA-2025-02-10-3

Action Requested:

Motion to adopt Ordinance ZMA-2025-02-10-3.

Motion Made By:

Doug Shelton
John Linker
Laurie Mack
Rich Luhrs

Second By:

Doug Shelton
John Linker
Laurie Mack
Rich Luhrs

For:

Doug Shelton
John Linker
Laurie Mack
Rich Luhrs

Against:

Doug Shelton
John Linker
Laurie Mack
Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

For
Against

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

Ordinance #ZMA-2025-02-10-3

BE IT ORDAINED by the Mayor and Council of the Town of Granite Quarry, North Carolina that the Official Zoning Map of the Granite Quarry Development Ordinance be amended in accordance with Article 5 of G.S. 160D as follows:

Part 1. Consistency with Adopted Comprehensive Plan.

The Council finds that the zoning map amendment to the property of S&M Finance Group LLC, 3117 Deertrack Lane, Monroe, NC 28110-8609, being the owner of the certain land areas hereinafter described as Rowan County Tax Parcels 648 1010000001 and 648 1010000002 and illustrated in Attachment “A” attached hereto, establishing a zoning designation in accordance with G.S. 160D-604(a) of “Traditional Neighborhood Development Overlay” (TNDO-CZ) with the conditions attached hereto in Attachment “B” is consistent with the Town’s 2040 Comprehensive Land Use & Master Plan’s (the Plan) Future Land Use Map (FLUM), as required by G.S. 160D-605(a).

Part 2. Statement of Reasonableness.

This amendment is reasonable because the subject property allows for the growth and expansion of neighborhoods supporting the local economic base of the Town while improving access to quality open spaces and environmental amenities to improve the quality of life for Granite Quarry residents.

Part 3. Designation of Zoning Designation.

That Rowan County Tax Parcels 648 1010000001 and 648 1010000002, as shown in Attachment “A” attached hereto shall be designated “Traditional Neighborhood Development Overlay District Conditional Zoning” (TNDO-CZ) on the Official Zoning Map and the conditions establishing both rights and limitations as shown in Attachment “B” attached hereto shall hereafter be applicable to the subject land areas.

Part 4. Effective Date.

This Ordinance shall be effective immediately upon its adoption.

Adopted this 10th day of February 2025.

s/ _____
Brittany H. Barnhardt, Mayor

s/ _____
Aubrey Smith, Town Clerk

Attachment "A"



Attachment "B"

Conditions applicable to the property designated by this Ordinance:

1. Only the uses listed in Table 8.1 of the Granite Quarry Development Ordinance (GQDO) for the Single-Family Residential (SFR) Districts are eligible in the "Traditional Neighborhood Development Overlay District Conditional Zoning" (TNDO-CZ) created herein.
2. The general schematic development plan appearing below establishes general layout of lots and parcels, maximum density, location of open space, placement of privately maintained public access and utility easements, placement of future public streets, and connectivity patterns with existing streets in the vicinity.
3. Development criteria is established as shown on the Site Plan as revised/received 12-18-2024, and dated 12-12-2024, attached hereto and made a part of this Ordinance and as shown on the excerpt appearing below.

Excerpt from Site Plan as revised/received 12-18-2024, dated 12-12-2024



Agenda Item Summary

Regular Meeting
February 10, 2025
Agenda Item 8

Summary:

Attached is the design services contract for Phases 1 and 2 of the Granite Civic Park Improvements from Benesch.

**Civic Park Upgrades Design
Services Contract**

Motion Made By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Second By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

For:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Against:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

- For
- Against

Action Requested:

Motion to approve the contract with Benesch for Granite Civic Park Upgrades design services.

January 29, 2025

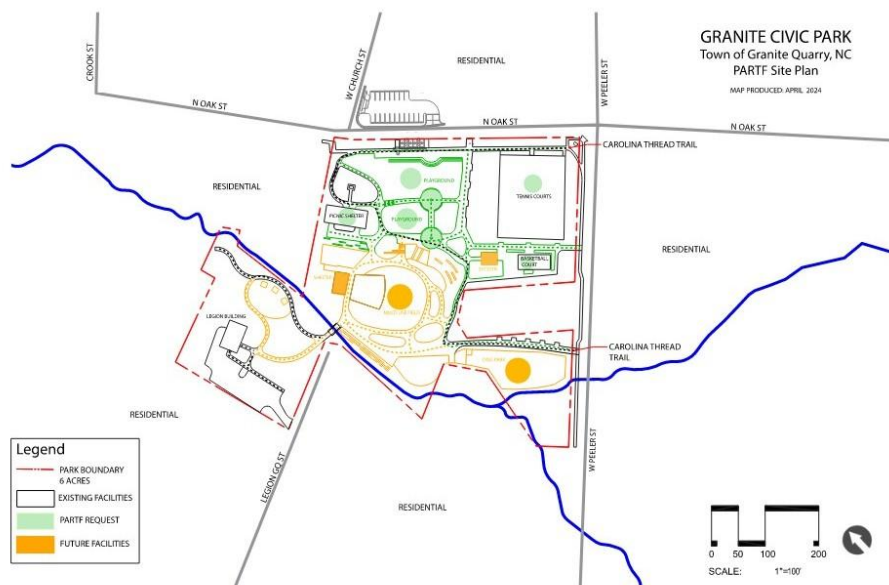
Mr. Jason Hord
 Town Manager
 Town of Granite Quarry
 143 N. Salisbury Avenue
 Granite Quarry, NC 28146

RE: Granite Civic Park Revitalization (1725-500697.00) – Proposal for Full Design Services

Dear Mr. Hord:

The Benesch team is excited to be able to provide this proposal to the Town of Granite Quarry (Client) for full design services for the revitalization of Granite Civic Park. The Client is seeking a full-service design team to transition the PARTF site plan developed by others (see below) through detailed design and into implementation. The Client received a PARTF grant in the 2024 cycle for this project.

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



This proposal contains a summary of the project understanding, our anticipated scope of work, and a schedule of fees for our services.

PROJECT UNDERSTANDING

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

Phase A: PARTF Request

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

Phase B: Future Facilities

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

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

SCOPE OF WORK

Project Startup/Kick-off Meeting

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

Subsurface Exploration and Geotechnical Engineering

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

Soil Borings

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

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

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

Site Access

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

Groundwater

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

Laboratory Services

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

Report

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

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

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

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

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

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

Architectural/Structural Design Services (Restroom/Shelter Structures)

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

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

LA proposes the following tasks:

Task I - Design

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

Task II – Permit/Construction Documentation

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

Task III – Bid Phase Services

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

Task IV – Construction Phase Services

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

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

Pedestrian Bridge (Structural Design)

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

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

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

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

Hydraulic Analysis Study

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

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

Stream Enhancement Feasibility Services

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

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

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

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

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

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

Planning-level design and construction cost estimates will be prepared based on unit costs for enhancement, stabilization, or naturalization treatments and the linear foot of treatment(s) recommended. Wildlands will download the current effective floodplain mapping for the site from the NC Emergency Management flood mapping website. Wildlands will summarize floodplain elevations and extents of flooding for use by Benesch in park planning, trail elevation, pedestrian bridge location, and general park design.

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

Construction Documents Phase (90% Completion)

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

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

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

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

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

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

Final Construction Documents (100% completion)

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

Permitting Phase

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

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

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

Bidding Phase (Phase A Only – 4 weeks estimated)

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

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

Construction Phase (Phase A Only - 8 months estimated)

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

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

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

Project Closeout (Phase A Only)

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

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

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

COMPENSATION

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

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

Reimbursable Expenses (Allowance) \$ 4,500

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

WORK NOT INCLUDED

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

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

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

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

Sincerely,



Jonathan D. Wood, PLA CLARB
Senior Project Manager



Brian Cannella, PLA
Charlotte Branch Manager, VP

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

Town of Granite Quarry

Date



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

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

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

1.2 Scope of Services and Fees

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

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

SECTION 2 – Payments to Consultant

2.1 Method of Payment

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

2.2 Payment for Personnel Services

2.2.1 Payment

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

2.2.2 Chargeable Time

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

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

2.2.3 Overtime Rates

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

2.3 Payment for Direct Expenses

2.3.1 Payment

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

2.3.2 Direct Expenses

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

2.4 Payment Conditions

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

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

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

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

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

SECTION 3 - Term of Agreement

3.1 Term

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

3.2 Abandonment of Work

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

3.3 Termination of Agreement

3.3.1 Termination with Cause

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

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

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

3.4 Payment for Work Upon Abandonment or Agreement Termination

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

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

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

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

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

4.2 Insurance

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

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

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

4.3 Successors and Assigns

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

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

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

4.4 Compliance with Law

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

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

4.5 Ownership and Reuse of Documents

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

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

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

4.6 Consultant's Personnel at Project Site

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

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

4.7 Opinions of Cost, Financial Considerations, and Schedules

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

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

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

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

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

SECTION 5 - Professional Responsibility

5.1 Performance of Services

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

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

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

5.2 Limitation of Liability

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

5.3 No Special or Consequential Damages

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

5.4 Indemnification

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

5.5 No Third Party Beneficiaries

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

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

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

SECTION 6 - Miscellaneous Provisions

6.1 Notices

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

6.2 Joint Preparation

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

6.3 Headings

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

6.4 Severability

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

6.5 Dispute Resolution

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

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

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

6.6 Equal Opportunity

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

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

6.7 Governing Law

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

6.8 Entire Agreement

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

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

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

S.1 Location of Underground Utilities

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

S.2 Subsurface Investigations

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

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

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

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

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

S.3.3 Contaminated Equipment

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

Agenda Item Summary

Regular Meeting
February 10, 2025
Agenda Item 9

Summary:

An offer on the Dunns Mtn Church / Mayor Ponds St town-owned property has been received. This parcel is .68 acres with a tax value of \$47,430. The offer is from Coleton Boone. Town Council reserves the right to decline, accept, or appoint the manager to negotiate the offer. If the offer is accepted the Council will need to adopt a resolution authorizing the advertisement of an offer to purchase certain property to begin the upset bid process.

Attachments:

- Offer to Purchase Letter
- Draft Resolution 2025-02 Authorizing the Advertisement of an Offer to Purchase Certain Property (*to start the upset bid process*)

Action Requested:

Motion to decline/ accept/ appoint the manager to negotiate the offer to purchase for parcel 066B002, O Dunns Mountain Church Road.

If accepted:

Motion to adopt Resolution 2025-02 Authorizing the Advertisement of an Offer to Purchase Certain Property to begin the upset bid process.

Offer to Purchase

Motion Made By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Second By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

For:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

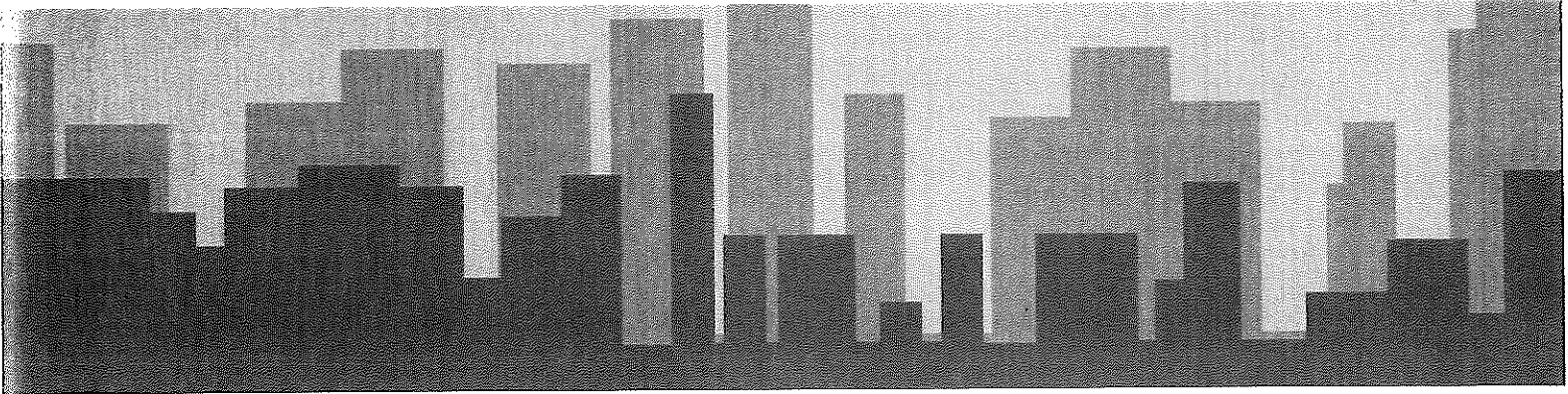
Against:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

- For
- Against



0 Dunns Mountain Church Rd



To The Town of Granite Quarry,

I want to first thank you for the opportunity to present this offer. To Jason Hord, for the time he has already spent with the matter, and to Jim Costantino for suggesting the idea in the first place.

As a local Granite Quarry Elementary School Grad, 7 years ago, I took over the Allstate Agency from Jim Costantino located at the Brinkley Center less than a mile away. After being a tenant, and a part of Granite for so long, I believe it is time for me to look for a location that I can call my own. This land off Dunns Mountain Church Rd will be a great opportunity for me to continue to spread my roots, and legacy, in the Granite Quarry area; all-the-while, contributing to the growth and expansion we all hope to see in the foreseeable future.

By bringing more turn-key commercial real estate to the area, we hope to market to businesses that align with the growth and values that have shaped Granite into what it is today. It is my mission to bring a building that conveys this trajectory, and influences other prospering businesses to invest into the community as well.

I'm extremely excited to do business!

Coleton Boone

AGREEMENT FOR SALE

THIS AGREEMENT is made this 14th day of January, 2025, by and between the Town of Granite Quarry, hereafter called Seller(s), and Triple Crown Realty & Investments, LLC and/or assigns, hereafter called Buyer.

I. DESCRIPTION OF THE PREMISES. Seller(s) agrees to sell to Buyer the property located at:

Parcel #: 066B002 (0 Dunns Mountain Ch Rd Granite Quarry, NC)

Description Written As Follows: Vacant Wooded Lot

Description is including any fixtures, window and floor coverings, built-in appliances, draperies including hardware, shades, blinds, window and door screens, awnings, outdoor plants, trees, and other permanently attached items now on premises.

II. PURCHASE PRICE. The Seller agrees to convey property to Buyer for the net price of \$47,430.

III. TERMS. The following terms are applicable to this contract:

1) Buyer to pay all closings costs inclusive of any outstanding fees, attorney fees, title fees, tax liens and other miscellaneous costs, such that the net amount received by Seller at closing is the purchase price referenced above.

2) Closing to be set as soon as possible for all parties, but no later than 04/24/2025 without written addendum to this agreement.

3) Property sold "as is" with no warranties implied or stated from seller.

4) This contract is contingent upon clear title and final inspection of the property by buyer or buyer's agent before closing. If estate or obituary paperwork, loan payoff letter or other necessary paperwork is needed to make this property clear and closeable, this agreement would extend indefinitely.

5) Seller to provide Buyer with access to property upon acceptance. If there is a tenant in place, (1) Seller will arrange for Buyer's access to the property upon request, and (2) all right and obligations of "Landlord" in the current lease agreement between Seller and Tenant of said property shall fully transfer to Buyer. Seller will no longer have any rights, interest, or liabilities, related to such lease agreement after the transfer of deed to Buyer. Buyer has the authority to market property to investors/partners as long as all other terms are met per the entirety of this contract. Seller understand Buyer is an investor and will be purchasing this property as an investment property.

6) Any furniture, fixtures, attachments, and debris located in and around property not removed within day of closing become ownership of buyer.

7) ADDITIONAL TERMS: Additional terms should be added as a separate addendum. Please see special addendum(s), if needed: Approval for Commercial Use

BUYER: Colton Boone DATE: 01/14/2025

SELLER: _____ DATE: _____



RESOLUTION 2025-02

A RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO PURCHASE CERTAIN PROPERTY

WHEREAS, the Town Council of the Town of Granite Quarry, North Carolina, desires to dispose of certain surplus property of the Town; and

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

1. The property (Parcel 066B002, O Dunns Mountain Church Road) is hereby declared to be surplus to the needs of the Town.
2. The Town Council has received an offer to purchase for the sum of \$47,430, the property described above. The person making the offer must deposit with the Town Clerk a sum equal to five percent (5%) of his or her offer by certified check or cashier’s check.
3. The Town Council proposes to accept the offer unless a qualifying upset bid shall be made.
4. The Town Clerk shall cause a notice of such offer to be published in accordance with G.S. 160A-269.
5. Persons wishing to upset the offer must submit a sealed bid to the Town Clerk within ten (10) days after publication of the notice. The person making the bid must deposit with the Town Clerk a sum equal to five percent (5%) of his or her offer by certified check or cashier’s check. At the conclusion of the ten (10) days, the clerk shall open the bids, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer. The winning bidder is required to deposit \$400 per winning bid to the Town for the required legal advertising costs, in addition to the purchase price.
6. If a qualifying upset bid is received, the Town Clerk is directed to re-advertise the offer at the increased upset bid amount, and to continue with this process until a ten (10) day period has passed without receipt of a qualifying upset bid.

Adopted this ____ **day of** _____, **20**__.

Brittany H. Barnhardt, Mayor

ATTEST: [SEAL]

Aubrey Smith, Town Clerk

Agenda Item Summary

Regular Meeting
February 10, 2025
Agenda Item 10

Summary:

The NCLM City Vision conference is being held in Greenville, NC on April 29th – May 1, 2025.

Location

Will be held at the Greenville Convention Center
303 SW Greenville Blvd
Greenville, NC 27834

Hotel

Hilton Greenville (*host hotel connected to the convention center*)
207 SW Greenville Blvd.
Greenville, NC 27834
Rate: \$169.00 ++

Holiday Inn Greenville (*connected to the Hilton & convention center*)
305 SW Greenville Blvd.
Greenville, NC 27834
Rate: \$139.00 ++ King/Queen Doubles

Cost per attendee:

Registration: \$400.00-\$575.00

The base rate is \$400.00 for members with additional costs for evening events and business meetings.

Hotel: \$507.00

\$169.00 per night for 3 nights

Mileage: \$298.20

IRS reimbursement rate of .70 for 213 miles each way.

Total \$1,380.20 per person

Action Requested:

Motion to approve the training and travel request for Council Members: _____ to attend the NCLM City Vision Conference with the outlined associated costs.

Training and Travel Request

Motion Made By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Second By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

For:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Against:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

- For
- Against



2025 CITYVISION PRELIMINARY AGENDA
GREENVILLE CONVENTION CENTER

TUESDAY, APR. 29

- 9:00AM - 6:00PM Exhibitor & Member Registration
- 12:30PM - 2:00PM NC Mayors Association Membership/Business Meeting & Lunch
- 1:00PM - 6:00PM Exhibit Hall Open
- 2:00PM - 4:00PM Pre-con AML Session - Commit to Civility
- 2:00PM - 4:00PM Pre-con AML Session - Ethics for Municipal Officials
- 4:00PM - 6:00PM Exhibit Hall Welcome Reception
- 2:00PM - 4:00PM NCLM Board of Directors Meeting
- 5:30PM - 6:30PM • NCLM Board of Directors Reception
- 6:30PM - 8:00PM • NCLM Board of Directors Dinner
- 8:00PM - 10:00PM NC Young Professionals Reception

WEDNESDAY, APR. 30

- 7:30AM - 5:30PM Member Registration
- 7:30AM - 4:30PM Exhibit Hall Open
- 7:30AM - 8:45AM Exhibit Hall Continental Breakfast
- 7:30AM - 8:45AM NC BEMO Membership/Business Meeting & Breakfast
- 7:30AM - 8:45AM NC Managers Association Membership/Business Meeting & Breakfast
- 9:00AM - 10:30AM Opening Ceremonies & Welcome with Keynote Speaker
- 10:30AM - 11:15AM Exhibit Hall Networking Break
- 11:15AM - 12:15PM Concurrent Sessions
 - 1. Punching Above Your Weight: How Small Communities Can Make Transformational Investments
 - 2. Municipal Workforce: Your Most Valuable Infrastructure, Your Most Valuable Asset
 - 3. Micro-Transit: Rethinking Your Town's Public Transportation
 - 4. TBD - Keynote Concurrent Session
- 12:30PM - 1:45PM NCLM Networking Luncheon & Awards
- 2:00PM - 3:00PM Concurrent Sessions
 - 1. Land Use Policy & Zoning as an Affordable Housing Tool
 - 2. Empowering Your Workforce: Thomasville's Month-by-Month Program to Develop Leaders
 - 3. Resiliency & Recovery: Preparedness & Crisis Management in Hendersonville
 - 4. Toyota's Backdrop: How to Prepare for & Support Major Economic Development

WEDNESDAY, APR. 30

- 3:00PM - 3:45PM Exhibit Hall Ice Cream Social & Door Prize Drawing
- 3:30PM - 5:30PM Mobile Tours
 - 1. Industry Tour
 - 2. Wildwood Park Tour
 - 3. African American Cultural Trail Tour
 - 4. Public Art & Beverage Tour
- 6:00PM - 7:00PM Host City Social Event (Reception) - ECU Campus Murphy Center
- 7:00PM - 8:30PM Host City Social Event (Dinner & Entertainment) - ECU Campus Mingos Coliseum

THURSDAY, MAY 1

- 7:30AM - 6:00PM Member Registration
- 8:00AM - 9:30AM Member Breakfast & General Session
- 8:00AM - 9:30AM NC Clerks Association Educational Meeting & Breakfast
- 8:00AM - 9:30AM NC Women in Municipal Government Membership/Business Meeting & Breakfast
- 9:45AM - 10:45AM Concurrent Sessions
 - 1. Power of Partnerships: Growing Greenville Through Collaboration
 - 2. Good Cop, Bad Cop: Hiring in Law Enforcement
 - 3. Affordable Housing Tools, Resources & Examples for Success
 - 4. Resiliency & Recovery: Coastal Preparedness in Duck
- 10:45AM - 11:15AM Networking Break
- 11:15AM - 12:15PM Concurrent Sessions
 - 1. Crisis Communications
 - 2. Leadership Through Conflict: Ensuring Success in Local Government
 - 3. Safe Streets & Vision Zero: Building a Safer Community
 - 4. Downtown Development: A Case Study from Concord
- 12:30PM - 1:45PM NCLM Luncheon & Business Meeting
- 1:45PM - 2:30PM Dessert Social
- 3:00PM - 5:00PM Mobile Tours
 - 1. Industry Tour
 - 2. Greenways Golf Cart Tour
 - 3. African American Cultural Tour
 - 4. Queen Anne's Revenge Lab Tour
- 5:15PM - 6:15PM NCLM President's Reception
- 6:15PM - 8:15PM NCLM President's Dinner & Awards Ceremony
- 8:15PM - 10:30PM NCLM Social Gathering

FRIDAY, MAY 2

Travel Home

Event Options

Apr 29, 2025

12:30 PM

- Tuesday, April 29, 2025 (12:30pm - 2:00pm) NC Mayors Association Membership/Business Meeting \$50.00 Ends at 2:00 PM
Please note additional fee. Lunch will be provided.

08:00 PM

- Tuesday, April 29, 2025 (8:00pm - 10:00pm) NC Young Professional's Reception \$0.00 Ends at 9:00 PM

Apr 30, 2025

07:30 AM

None

- Wednesday, April 30, 2025 (7:30am - 8:45am) NC BEMO Membership/Business Meeting \$50.00 Ends at 8:45 AM
Please note additional fee. Breakfast will be provided.

- Wednesday, April 30, 2025 (7:30am - 8:45am) NC Managers Association Membership/Business Meeting \$50.00 Ends at 8:45 AM
Please note additional fee. This meeting is designed for NCCCMA members who are managers, assistant managers, etc. Breakfast will be provided.

12:30 PM

- Wednesday, April 30, 2025 (12:30pm - 1:45pm) NCLM Networking Luncheon \$0.00 Ends at 1:45 PM
AML & ARP Awards to be presented.

06:00 PM

- Wednesday, April 30, 2025 (6:00pm - 8:30pm) Host City Social Event \$25.00 Ends at 8:30 PM
Please note additional fee.

May 01, 2025

08:00 AM

None

- Thursday, May 1, 2025 (8:00am - 9:30am) NC Clerks Association Educational Meeting & Breakfast \$50.00 Ends at 9:30 AM
Please note additional fee. Breakfast will be provided.

- Thursday, May 1, 2025 (8:00am - 9:30am) NC Women in Municipal Government Membership/Business Meeting \$50.00 Ends at 9:30 AM
Please note additional fee. Breakfast will be provided.

- Thursday, May 1, 2025 (8:00am - 9:30am) NCLM Breakfast & General Session \$0.00 Ends at 9:30 AM

12:00 PM

- Thursday, May 1, 2025 (12:30pm - 1:45pm) NCLM Luncheon & Business Meeting \$0.00 Ends at 1:15 PM

05:15 PM

- Thursday, May 1, 2025 (5:15pm - 8:15pm) NCLM President's Reception/Dinner \$0.00 Ends at 8:15 PM

08:15 PM

- Thursday, May 1, 2025 (8:15pm - 10:30pm) NCLM Social Gathering \$0.00 Ends at 10:30 PM

Agenda Item Summary

Regular Meeting
February 10, 2025
Agenda Item 11

Summary:

A request has been made by Council Member Mack to attend the NC BEMO Summer Conference being held July 26-27, 2025. A Save the Date was sent out for the conference, but registration and hotel costs have not yet been released.

Conference Information:

- Dates: Saturday, July 26 - Sunday, July 27, 2025
- Location: O. Henry Hotel in Greensboro, NC

Costs:

Registration \$375 .00

Includes the \$300 member registration rate and the \$75 NC BEMO membership dues. *These figures are based on 2024 rates since 2025 rates have not yet been released.*

Hotel \$698.00

Rates shown are for two nights based on the \$349/per night rate on the hotel’s website. *The group rate for the conference has not yet been released.*

Mileage \$76.72

IRS reimbursement rate of .70 for 54.8 miles each way.

Meals \$82.00

Per diem reimbursement rates shown for Chapel Hill. 1 lunch \$20, 2 dinners \$31/each, breakfast is included with hotel stay, at least 1 lunch included in conference. *(based on 2024 agenda)*

Total \$1231.72 ~

Action Requested:

Motion to approve the training and travel request for Council Member Mack to attend the NC BEMO Summer Conference.

Training and Travel Request

Motion Made By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Second By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

For:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Against:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

- For
- Against

Agenda Item Summary

Regular Meeting
 February 10, 2025
 Agenda Item 12

Summary:

The City Vision conference is approaching, and staff received inquiries regarding the Governing Body Training budget. The cost for each attendee is between \$1,200 - \$1,400 per person. After Council discussion, staff proposes Budget Amendment #6 in the amount of \$1,400 per attendee of City Vision, plus \$1,200 for the registration of the NCBEMO conference. The amounts are as follows:

City Vision Attendees	Cost Each	Total		NCBEMO	B.A. #6 Totals
1	\$ 1,400	\$ 1,400	+	\$ 1,200	\$ 2,600
2	\$ 1,400	\$ 2,800	+	\$ 1,200	\$ 4,000
3	\$ 1,400	\$ 4,200	+	\$ 1,200	\$ 5,400
4	\$ 1,400	\$ 5,600	+	\$ 1,200	\$ 6,800
5	\$ 1,400	\$ 7,000	+	\$ 1,200	\$ 8,200

Attachments:

- Budget Amendment FY24-25 #6

Action Requested:

Motion to approve Budget Amendment FY24-25 #6 in the amount of \$ _____.

Budget Amendment

Motion Made By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Second By:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

For:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

Against:

- Doug Shelton
- John Linker
- Laurie Mack
- Rich Luhrs

In case of tie:

Mayor Brittany Barnhardt

- For
- Against

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

Feb 10, 2025

PURPOSE: To increase Governing Body – Training (01-4110-31) by increasing Fund Balance Appropriated (01-3991-99) in the amount of \$ _____ (amount to be determined in open session) to allow Council Members to attend the City Vision conference and register one Council Member for the NCBEMO conference.

General Fund – Fund 01

Revenues:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-3991-99	Fund Balance Appropriated	
Total Increase/Decrease:		

Expenses:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-4110-31	Governing Body – Training	
Total Increase/Decrease:		

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

Brittany H. Barnhardt, Mayor

Shelly Shockley, Finance Officer

Office of The Mayor:

Proclamation

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

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

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

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

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

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

ADOPTED this 10th day of February 2025

Brittany H. Barnhardt, Mayor

ATTEST:

Aubrey Smith, Town Clerk

February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
	Planning Board 6pm Board of Adjustment 6:15pm	Events Comm. 5:30pm				
9	10	11	12	13	14	15
	TC Mtg. 6pm		NC Mayors Meeting CAC 5:30pm Centralina Brd of Delegates 5pm	NC Mayors Meeting	Valentine's Day	
16	17	18	19	20	21	22
	Presidents Day			PIP Breakfast 7:30am		
23	24	25	26	27	28	
			Town and State Dinner CRMPO TAC 5:30pm			

March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
	Planning Board 6pm Board of Adjustment 6:15pm	Events Comm. 5:30pm				
9	10	11	12	13	14	15
	TC Mtg. 6pm		CAC 5:30pm Centralina Ex Brd 5pm			
16	17	18	19	20	21	22
				PIP Breakfast 7:30am		
23	24	25	26	27	28	29
			CRMPO TAC 5:30pm			
30	31					