

TOWN OF GRANITE QUARRY BOARD OF ALDERMEN REGULAR MEETING Monday, April 10, 2023 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) Budget Workshop March 13, 2023
- 2) Regular Meeting March 13, 2023
- 3) Recessed Meeting March 30, 2023
- 4) Recessed Meeting April 3, 2023
- B. Departmental Reports (Reports in Board packet)
- C. Financial Reports (Reports in Board packet)
- D. Contract with Eddie Carrick, CPA, PC for audit of accounts for FY 22-23
- E. Resolution 2023-04 CRMPO Projects List
- F. Proclamation for Child Abuse Prevention Month
- 3. Citizen Comments

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

4. Town Manager Update (Report in Board packet)

Old Business

5.	Discussion	Wayfinding/Granite Industrial Park Sign
6.	Discussion	Transformational Projects Update

7. Discussion and Possible Action Rules of Procedure ACTION REQUESTED: Motion to adopt Resolution 2023-03 to adopt Rules of Procedure for the Board of Aldermen of the Town of Granite Quarry.

New Business

- 8. Ordinance Amendment Parks Ordinance / Alcohol ACTION REQUESTED: Motion to adopt Ordinance 2023-04 to amend the Granite Quarry Code of Ordinances Sec. 22-66.
- 9. Discussion and Possible Action Mural
- **10.** Discussion

Town Charter

11. Board Comments

12. Announcements and Date Reminders

A.	Wednesday	April 12	5:00 p.m.	Centralina Executive Board Meeting
B.	Thursday	April 13	9:00 a.m.	Possible BOA Recessed Meeting
С.	Thursday	April 13	5:30 p.m.	Community Appearance Commission
D.	Monday	April 17	5:00 p.m.	Business After Hours
E.	Tuesday	April 18	3:30 p.m.	Revitalization Team
F.	Thursday	April 20	7:30 a.m.	Power in Partnership Breakfast
G.	Friday	April 21	1:00 p.m.	Litter Sweep
H.	Monday	April 24	6:00 p.m.	Possible Joint PB/BOA GQDO Meeting
I.	Wednesday	April 26	5:30 p.m.	CRMPO TAC
J.	Thursday	April 27	6:00 p.m.	Rowan Municipal Association
K.	Saturday	April 29	11:00 a.m.	Staff & Volunteer Appreciation Event
L.	Monday	May 1	6:00 p.m.	Planning Board
М.	Saturday	May 6	1:00 p.m.	Arts in the Park

Adjourn

Agenda Item Summary Regular Meeting April 10, 2023 Agenda Item 1

Approval of Agenda

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<u>Summary</u> : The Board may discuss, add, or delete items from the Regular Meeting agenda.	Motion Made By: Jim Costantino John Linker Doug Shelton Jeff Cannon	
	Second By: Jim Costantino John Linker Doug Shelton Jeff Cannon	
	For: Jim Costantino John Linker Doug Shelton Jeff Cannon	
	Against: Jim Costantino John Linker Doug Shelton Jeff Cannon	
<u>Action Requested</u> : Motion to adopt the April 10, 2023 Board of Aldermen Meeting Agenda (as presented / as amended).	In case of tie: Mayor Brittany Barnhardt For Against	

Agenda Item Summary Regular Meeting April 10, 2023 Agenda Item **2**

Approval of Consent Agenda

<u>Summary</u> :	Motion Made By:	
The Board may discuss, add, or delete items from the Consent	Jim Costantino	
Agenda.	John Linker	
	Doug Shelton	
A. Approval of the Minutes	Jeff Cannon	
1) Budget Workshop March 13, 2023		
2) Regular Meeting March 13, 2023	Second By:	
3) Recessed Meeting March 30, 2023	Jim Costantino	
4) Recessed Meeting April 3, 2023B. Departmental Reports (<i>Reports in Board packet</i>)	John Linker	
C. Financial Reports (Reports in Board packet)	Doug Shelton	
D. Contract with Eddie Carrick, CPA, PC for audit of accounts	Jeff Cannon	
for FY 22-23		
E. Resolution 2023-04 CRMPO Projects List		
F. Proclamation for Child Abuse Prevention Month	For:	
	Jim Costantino	
	John Linker	-
	Doug Shelton	
	Jeff Cannon	
	Jen Cannon	
	Against:	
	Jim Costantino	
	John Linker	
	Doug Shelton	
	Jeff Cannon	
		_
	In case of tie:	
	Mayor Brittany Barnhardt	
	For	
	Against	
<u>Action Requested</u> :	Agamst	
Motion to approve the consent agenda (as presented / as		
amended).		



TOWN OF GRANITE QUARRY BOARD OF ALDERMEN BUDGET WORKSHOP MEETING MINUTES Monday, March 13, 2023, 5:00 p.m.

Present: Mayor Brittany Barnhardt, Mayor Pro Tem John Linker, Alderman Jim Costantino, Alderman Doug Shelton, Alderman Jeff Cannon

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith, Police Chief Mark Cook, Fire Chief / Public Works Director Jason Hord, Finance Officer Shelly Shockley

Call to Order: Mayor Barnhardt called the meeting to order at 5:00 p.m.

1. Approval of Agenda

ACTION: Mayor Pro Tem Linker made a motion to approve the agenda. Alderman Shelton seconded the motion. The motion passed 4-0.

2. Discussion

Budget FY 23-24

Manager Smith reviewed a handout he provided to the Board on FY2023-2024 Capital Expenditures and Major / Noteworthy Items that will be included in the minute book.

A. Board Items / Special Projects

• Granite Industrial Park / Gateway Sign

The estimated total for the sign was \$65,000. If split 5 ways between GQ, Rowan, EDC/Tourism, and GIP tenants, the town's portion would be \$13,000.

• CLUP and UDO review / rewrite

The \$20,750 from the current FY will be carried over into the new FY if the project isn't completed before June 30th.

• Personnel – Professional Service (Legal)

Attorney Short notified the Town Manager that he would try to fulfill his commitment through the current fiscal year and could stay on to be available only by phone, but otherwise, the town would need to put out an RFP for legal services. Attorney Short passed along one reference whose rate was \$450/hour. Attorney Short did check and no one at his firm is available at this time. There was consensus to draw up an RFP and prepare to send it out to attorneys including Chip's son and others at his firm.

B. Town Properties – Buildings

• Town Hall – remaining renovation

The numbers shown are from FY22. The going rate right now is roughly $400/ft^2$. Alderman Costantino questioned whether the full amount for the renovation could be borrowed all at one time. Manager Smith mentioned the possibility for a capital reserve.

- Town Hall the roof number is not yet updated.
- **Town Hall** Planner's office partition wall. There will be a contractor in to give an estimate this week.
- **Town Hall** Board room technology upgrades Someone will have to come in to do a basic assessment and then talk to the Board about bigpicture items. Manager Smith is trying to connect with the vendor Salisbury is using.
- Town Hall Board room cosmetic upgrades Someone will be brought in to talk to the Board about its desire for upgrades.
- **Byrd House** roof repair (if just flashing) This item can hopefully be worked into a general maintenance item. Staff will look into whether either roof can be covered by insurance.

C. Police Department

• Patrol Vehicle Replacement

The estimated updates are for 2024 model years. Manager Smith stated the town should plan for \$58,000.

D. Fire Department

- **Personnel** LT / Capt Reclassification
- **Personnel** Addition of 3 Fire Engineer positions
- **Personnel** Addition of PT FF position

Manager Smith shared the numbers would most likely change after the results of the salary survey and compression study. Preliminary listserv estimates on COLA are all over the place. Hopefully, the NCLM's survey results will offer clarification. Mayor Pro Tem Linker and Alderman Shelton stated they would like to see a total estimated cost for the Fire Department's personnel requests. Manager Smith shared that the state-wide comps justified the town's grade scale, but locally not many municipalities are reporting.

E. Public Works

- **PT funding to supplement parks maintenance** will be an estimated \$25,000 and will be worked into the budget if at all possible.
- Work order/scheduling system The estimated cost for implementation is \$6,600 and then \$4,000 annually thereafter.
- (FY25) Dump truck replacement reserve The plan is not to buy a dump truck in the next fiscal year, but rather to begin the reserve of capital funds for future big-ticket items including a new fire engine and the town hall roof. The effect on FY24 would be \$40,000.

F. Parks

- Civic Park Master Plan; funding
- Civic Park overflow lot
- Civic Park replace existing parking areas
- Civic Park trails

• Civic Park creek walls

All numbers shown for the items above were based on Stewart estimations.

- Centennial Park nature trails drainage
- Events

The request is for approximately \$2,000 more than last year but should all be offset by revenue.

G. Powell Bill / Transportation

An additional handout was provided for Powell Bill policy review. The handout was from a presentation given August 18, 2022. Manager Smith shared that there was a need for a \$385,000 capital streets improvement project. Currently each year after debt service the town has roughly \$33,000 to put towards capital street projects. The money generally only covers patching and repair. Staff will work on a proposal on what it would look like to go ahead and pay off the loan. Alderman Shelton stated he felt if another loan needed to be taken out for streets, it should be funded by revenues and other sources and not Powell Bill funds. Mayor Barnhardt suggested the possibility of requesting legislative funding for street projects. It was pointed out that the last \$50,000 for the waterline loan will be paid in June, a payment was made to the Civitans to remove the liability and banked funds from the town's ledger, and the three-year Economic Development Grant agreement for Easter Creek was fulfilled in June of 2022.

- FY24 Capital Improvements Project needs
- FY24 PB Maint (Patching, etc.) Project Needs
- **TAP Project** prelim engineering, surveying
- Town Square/streetscape feasibility study
- Town Square/ streetscape survey

H. Salary Comps & Compression Analysis

Manager Smith shared that staff is working on recruiting and retention efforts. The insurance and full benefits package are being reviewed to make sure the town remains competitive. Mayor Pro Tem Linker stated an issue was that the town is trying to draw from the same talent pool as all our peers. Mayor Barnhardt suggested considering a change to a flat rate and incremental increase for longevity pay. She also mentioned focusing on becoming competitive with matching retirement funds. Alderman Shelton echoed that recruiting and retention were both important and suggested looking at what the Town is willing to do to onboard someone.

3. Board Comments

- Alderman Shelton stated he would like to know more about the total price tag for several things including staffing, Powell Bill issues, and parks. He is personally interested in when the revenue estimates will come through. He stated that if the appraisal holds, the Board will have to take a serious look at reducing the property tax rate.
 - Mayor Pro Tem Linker stated Alderman Shelton was correct, however, the increase in cost of living needed to be taken into consideration. He stated he believed the Town could not operate off of revenue neutral with costs continuing to rise.
 - Mayor Barnhardt stated the Town could operate off of revenue neutral, but wouldn't get anything else accomplished.
 - Alderman Shelton clarified that he wasn't pushing for revenue neutral, but a reasonable adjustment.

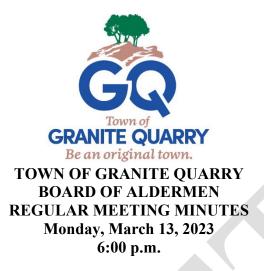
Adjourn

ACTION: Alderman Costantino made a motion to adjourn. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

The meeting ended at 5:51 p.m.

Respectfully Submitted,

<u>Aubrey Smith</u> Town Clerk



Present: Mayor Brittany Barnhardt, Mayor Pro Tem John Linker, Alderman Jim Costantino, Alderman Doug Shelton, Alderman Jeff Cannon

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith, Town Attorney Chip Short, Fire Chief / Public Works Director Jason Hord, Police Chief Mark Cook, Finance Officer Shelly Shockley, Town Planner E. Schwartz-Laubhann

Call to Order: Mayor Barnhardt called the meeting to order at 6:01 p.m.

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

Pledge of Allegiance: The Pledge of Allegiance was led by Eagle Scouts Daniel Frick and Levi Frick.

Awarding of Proclamations: Mayor Barnhardt recognized Eagle Scouts Daniel Frick and Levi Frick and presented them each with a proclamation of recognition and congratulations from the Town of Granite Quarry.

1. Approval of the Agenda

Mayor Pro Tem Linker suggested moving items that would require a legal opinion earlier on the agenda so Attorney Short would be free to leave once the Board had his input.

ACTION: Mayor Pro Tem Linker made a motion to approve the agenda with the Rules of Procedure *(former item 5)* moved to item 7 and the Drug and Alcohol-Free Workplace Policy *(former item 11)* moved to item 5. Alderman Costantino seconded the motion. The motion passed 4-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

- 1) Special Meeting February 13, 2023
- 2) Regular Meeting February 13, 2023
- 3) Planning Retreat February 23, 2023
- **B.** Departmental Reports (Reports in Board packet)
- C. Financial Reports (Reports in Board packet)

ACTION: Alderman Costantino made a motion to approve the consent agenda as presented. Alderman Shelton seconded the motion. The motion passed 4-0.

3. Citizen Comments:

• Ashleigh Zachary, 726 N. Salisbury GQ Avenue – Stated the reasons she believed there should be craft beer and wine vendors at events in the parks.

4. Town Manager's Update

Manager Smith shared that the ad hoc Events Committee met about the Arts in the Park and the group asked to have a craft beer vendor and a local winery vendor at the event. Since there hadn't yet been clear direction given regarding that particular issue, Manager Smith requested that the Board provide specific input on the idea and asked how the Board would like to proceed. Mayor Pro Tem Linker asked if the discussion could be had when reviewing the Sponsorship Guidelines item. Mayor Barnhardt expressed a desire to see applications from the ad hoc committee members so that the Board could make the committee appointments and get to know the members. She also expressed an interest in committee members attending the Board's planning retreats to collaborate and discuss ideas and necessary funding. Staff will request that current Events Committee members fill out applications.

Items on the updated Town Manager's report included an updated price for the purchase of a computer for the Mayor. The total price would be an amount not to exceed \$960.00.

ACTION: Alderman Costantino made a motion to approve (an amount not to exceed \$960 from 01-4110-97 General Fund Contingency to 01-4110-26 Office Expense for a new mayor's office computer). Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

Manager Smith shared a presentation on the wayfinding and industrial park signage. He will forward Rowan Tourism's presentation to the Board as soon as it is received. He shared that the design for the industrial park sign from Tourism called for uniformity with the newly proposed entryway signs, but that the December 2022 design for the industrial park was based on previous town branding. He mentioned that one option was to take the industrial park sign off of the wayfinding sign plans for now and not turn it into a gateway sign. He asked the Board for direction on how to proceed. There was discussion regarding the design and branding as well as the possible need to replace and relocate the current entry signs. Manager Smith asked if it would be okay, since the existing signs met the granite theme, if he could ask if the Town could still qualify for any other wayfinding if the existing gateway signs were left as is. Mayor Pro Tem Linker, Alderman Costantino, and Alderman Shelton voiced that they would be okay with that. Mayor Barnhardt expressed a desire for uniformity amongst the industrial and entryway signs.

ACTION: Alderman Shelton made a motion to recess for a five-minute break. Alderman Costantino seconded the motion. The motion passed 4-0.

The Board recessed at 6:44 p.m.

Mayor Barnhardt called the Board back into session at 6:52 p.m.

New Business

5. Discussion and Possible Action Drug & Alcohol-Free Workplace Policy

The Board discussed the drafted Drug & Alcohol-Free Workplace Policy and asked questions regarding specific wording in the draft. Mayor Barnhardt asked for Attorney Short's recommendation. Attorney Short stated if the Board was comfortable with the policy they should adopt it recognizing that it would be the Manager's responsibility to implement it.

ACTION: Alderman Shelton made a motion to approve the policy as presented *(by adopting Resolution 2023-02)*. Alderman Costantino seconded the motion. The motion passed 4-0.

Old Business

6. Discussion and Possible Action Sponsorship Guidelines

Attorney Short recommended the Board not adopt the drafted Sponsorship Guidelines as a policy, but rather, make recommendations, give direction, and then have the Manager implement the desire of the Board.

ACTION: Alderman Shelton made a motion that a consensus statement be provided to the Manager stating the Board was okay with moving forward with the Event Sponsorship Guidelines as presented with the expectation that they be implemented and administered by the Manager. Alderman Costantino seconded the motion. After discussion Alderman Shelton withdrew his motion and no vote was held.

Attorney Short pointed out the Mayor could appoint a committee to work with the Manager to move forward. Mayor Pro Tem Linker stated that may be a good idea to address Alderman Cannon's issue with the current guidelines. Alderman Cannon stated he felt it was in bad taste to have alcohol at town events. Individual Board members shared their differing personal opinions and discussed what is allowed in parks. Mayor Pro Tem Linker asked why the guidelines prohibited businesses that mass-produce and distribute alcoholic beverages. Mayor Barnhardt shared she believed those that mass-produce and distribute alcohol should also be allowed to sponsor. Alderman Cannon expressed a desire for consistency and asked if sellers of tobacco products would be allowed as well. There was discussion regarding the requirement for additional police manpower and licensure for distributors at events with alcohol. There was no clear consensus among the Board members on whether to allow manufacturers, distributors, and/or sellers of alcohol to be event sponsors.

Mayor Barnhardt asked Attorney Short if guidelines were necessary. Attorney Short stated guidelines don't carry a lot of weight and that the Board would be relying on the Manager to enforce them. He stated that the Manager would need to know the consensus of the Board on what to allow.

7. Discussion and Possible Action Rules of Procedure

ACTION: Alderman Costantino made a motion to table the item. Mayor Pro Tem Linker seconded the motion. Alderman Costantino rescinded his motion before a vote was held.

After discussion on the best time to review the item, there was Board consensus to move the item to the end of the agenda with the possibility to recess tonight's meeting and revisit any necessary items on Thursday, March 30, 2023 at 9:00 a.m.

8. Discussion

Committee Updates

Manager Smith paraphrased that the initial question was how and how often should committees and advisory boards report to the Board of Aldermen. He stated ideally the Board sets parameters and provides the mission; committees work to accomplish the mission with the professional staff reporting to the Board on the committee actions; joint meetings are held when a specific project (i.e., the UDO) necessitates; and annual reports from advisory boards and committees are presented to the Board at planning retreats. Historically the practice in Granite Quarry of members of the Board of Aldermen attending committee meetings was inadvertently causing confusion on the direction from the Board and putting individual Board of Aldermen members in the difficult position of being asked to represent the whole Board. Manager Smith reviewed his recommendations from the Committee Reporting summary included in the agenda packet.

Mayor Barnhardt stated she felt there was a disconnect between the Board of Aldermen and committee members and expressed a desire to look at how the Board of Aldermen is engaging with committee members. Alderman Shelton stated that he was in favor of periodically holding joint meetings with the

committees to plan and interact with members. He also felt committee chairs could let staff know if there were certain items that they wanted to address with the Board. There was Board discussion on the need for volunteers and methods of communication with the volunteers and community. Mayor Barnhardt stated a desire to have a plan for communication, networking, and marketing that included utilizing social media. Alderman Shelton agreed the Board needed to discuss how to reach citizens and recognized it was not a small task. Alderman Cannon asked if the town had the option to include flyers in the water bills. Manager Smith responded that is not currently an option, but staff is trying to push for it. Sending newsletters out via bulk mail was presented as an option. Mayor Pro Tem Linker stated he was in favor of more interaction with committees, specifically during the planning process, and recognized that having a core group of volunteers was an issue. He pointed out that if committee members were being asked to attend an additional meeting, their schedules would need to be taken into consideration. He stated he believed the communication piece would require the hire of an additional staff member. Alderman Cannon proposed dropping off donuts and saying hello before a committee meeting in order to have personal contact, but not interfere. Mayor Pro Tem Linker stated that when the building is remodeled, he felt a concession area should be added to have drinks and snacks for everyone holding meetings.

Generally, it is the desire of the Board

- for committees and advisory boards to be heard from regarding planning,
- for the Board of Aldermen and committees to hold joint meetings as necessary,
- to find ways to interact with committee members,
- to make sure committees know about the opportunity to attend Board meetings as residents,
- and that there be the opportunity for committee representatives to coordinate with staff to present issues to the Board.

New Business (Cont.)

9. Budget Amendment

BA #7 Shop Air Compressor

ACTION: Alderman Shelton made a motion to approve Budget Amendment #7 as presented. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

10. Capital Project Ordinance Amendment CPO 2023-01 Transformational Projects

Alderman Shelton asked Finance Officer Shockley to explain the proposed amendment. Finance Officer Shockley stated it was the option that the Board chose at last month's meeting to show Granite Quarry's match transferred to the TAP Project.

ACTION: Alderman Costantino made a motion to approve CPO 2023-01 as amended. Alderman Shelton seconded the motion. The motion passed 4-0.

Mayor Pro Tem Linker pointed out the interest that had been earned since Finance Officer Shockley moved funds into the capital management trust and gave her kudos.

11. Capital Project Ordinance Adoption CPO 2023-03 TAP Project

ACTION: Alderman Costantino made a motion to adopt CPO 2023-03 as presented. Alderman Cannon seconded the motion. The motion passed 4-0.

12. Discussion

MPO p7.0 Projects List

Manager Smith shared that MPO anticipates that Granite Quarry can carry over two projects in addition to the US 52 Bypass. Granite Quarry's currently submitted projects are:

- 1. Dunns Mountain Church Road adding a turn lane onto Highway 52
- 2. US 52 Bypass pursuing a new multi-lane bypass route for thru highway traffic.
- **3.** Peeler Rd Ext. Widening/improving Peeler Rd from I-85, pursuing a new part between Old Concord and Glover Roads to then continue straight into Faith via St Paul's Ch Rd.

Additional projects that have been cited as areas of heavy congestion and/or safety issues include the Byrd Road/Faith Road intersection and Heilig Road. Manager Smith shared that district engineers believe there will not be a signal at the Byrd/Faith intersection any time soon and recommended a three-way stop, which would be a precursor to a potential roundabout solution there. All Board members verbalized consent to pursue the three-way stop. This is a project the town may be able to pursue outside of the MPO's list. Manager Smith and/or Chief Hord will follow up on cost and funding options.

After discussion of the different projects, there was consensus for the Dunns Mtn Church Road project to stay on the list and to add the Byrd/Faith project if other funding sources couldn't be secured or to add the Julian/Heilig intersection if the Byrd/Faith intersection didn't need to be added.

13. Discussion

Transformational Projects Update

Manager Smith stated there was no update at this time due to turnover at the contractor's level but an update is expected this week.

14. Discussion

Town Manager Evaluation Process

Alderman Costantino asked about a timeframe for the evaluation. Mayor Barnhardt stated the Board had the month of March and suggested the possibility of adding the closed session for the Town Manager's evaluation to the agenda and revisiting the item at the recessed meeting.

There was consensus to add a Closed Session to conduct the Town Manager's evaluation to the agenda with the intent to recess the current meeting and carry over the Rules of Procedure and Closed Session items to March 30, 2023 at 9:00 a.m.

Mayor Barnhardt summarized the current Town Manager evaluation process and stated her personal desire to have a 360 review conducted by the employees. Mayor Pro Tem Linker stated he was okay with the process the way it is now. Alderman Shelton stated he was uncomfortable with the process used in the past and stated he would prefer to sit down as a group and discuss each question and why the individual members feel the way they do. Manager Smith replied that Alderman Shelton's suggestion followed the same process that's been adopted with consensus scoring. Alderman Shelton clarified that he would like the Board members to complete the evaluation collectively and then make one presentation to the Manager. Mayor Pro Tem Linker said he was good with doing it either way. Alderman Costantino stated he liked the discussion part. Manager Smith stated that one area having the scores ahead of time helped last year was being able to see items where all members were in agreement to know that discussion wasn't necessary, but that reading them out in the meeting was the same principle. Individual Board members stated a desire to keep it simple. Mayor Barnhardt asked Board members how they felt about a 360 review. Manager Smith suggested getting feedback from an HR professional regarding a 360 review because the process was involved. Alderman Shelton asked if a 360 review could be done in the timeframe the Board was operating within. Manager Smith reminded the Board the process that had to be followed now was the one previously adopted and that any change in process would be for the future. Manager Smith summarized that the Board had done away with meeting without him in the room because of the time it took to review the items, come to a consensus,

and then rehash any items that were unclear or incorrect once the Manager was present, but if the Board wanted to meet without him in the room, he had no objections.

15. Board Comments

- Alderman Costantino shared that he and the Mayor met with Mr. Swinson and an artist regarding placing a mural on Mr. Swinson's wall. He stated there would need to be discussion regarding the cost and design.
 - Mayor Pro Tem Linker asked if it would be an issue to put it on a private building that the Town doesn't own.
 - Manager Smith stated he had researched and requested legal opinions, but he would need to review the information again since it had been a while.
 - Alderman Costantino stated he felt it would be good to follow up with Attorney Short.
- Mayor Pro Tem Linker asked what the town could do about repeat offenders on the code enforcement list.
 - Manager Smith stated staff would get an answer on that.
 - Mayor Barnhardt suggested bringing it up at the next joint meeting for the GQ Development Ordinance.
- Alderman Cannon stated he had been working with the Veterans' Council and that there were several groups that had an interest in doing a veterans's memorial on Highway 52. The area at Granite Lake Park near the existing granite picnic tables have been identified as an area of interest. Alderman Cannon asked if there was Board consensus to move forward to get more information including renderings. No one voiced an objection. He also asked that Mayor Pro Tem Linker attend the next meeting on April 6th. Board members expressed interest in seeing the proposal.
- Mayor Barnhardt asked if there was an update on the police vehicle and Chief Cook replied there was not.
- Alderman Shelton asked whether more funds would be requested for parks maintenance since they have gone through 80% of their budget. Manager Smith responded that unless there were any big ticket items, they should be fine.

16. Announcements and Date Reminders

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A.	Thursday	March 16	7:30 a.m.	Power in Partnership Breakfast
B.	Thursday	March 16	5:30 p.m.	Events Committee Meeting
С.	Saturday	March 18	9:00 a.m.	Mulch Giveaway
D.	Monday	March 20	6:00 p.m.	Zoning Board of Adjustment
E.	Tuesday	March 21	9:00 a.m.	Coffee with a Cop – Cagney's
F.	Tuesday	March 21	3:30 p.m.	Revitalization Team
G.	Wednesday	March 22	5:30 p.m.	CRMPO TAC
H.	Thursday	March 30	9:00 a.m.	BOA Special Meeting if needed
I.	Thursday	March 30	7:00 p.m.	FD Free CPR Training
J.	Sunday	April 2	3:00 p.m.	Easter Egg Hunt – Civic Park
K.	Monday	April 3	6:00 p.m.	Planning Board
L.	Friday	April 7		Good Friday – Town Hall Closed
М.	Saturday	April 29	11:00 a.m.	Staff & Volunteer Appreciation Event

Recess

ACTION: Alderman Costantino made a motion to adjourn the meeting. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

Mayor Barnhardt reminded the Board of the intent to recess the meeting rather than adjourn.

ACTION: Alderman Shelton made a motion to rescind the motion to adjourn. Alderman Cannon seconded the motion. The motion passed 4-0.

ACTION: Alderman Shelton made a motion to recess the meeting to Thursday, March 30, 2023 at 9:00 a.m. Alderman Cannon seconded the motion. The motion passed 4-0.

The meeting ended at 8:53 p.m.

Respectfully Submitted, <u>Aubrey Smith</u> Town Clerk



TOWN OF GRANITE QUARRY BOARD OF ALDERMEN RECESSED MEETING MEETING MINUTES Monday, March 30, 2023 9:00 a.m.

Present: Mayor Brittany Barnhardt, Mayor Pro Tem John Linker, Alderman Jim Costantino, Alderman Doug Shelton, Alderman Jeff Cannon

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith

1. Motion to Come Out of Recess

ACTION: Alderman Shelton made a motion to come out of recess. Alderman Costantino seconded the motion. The motion passed 4-0.

Mayor Barnhardt opened the meeting recessed on March 13, 2023 at the Board's regular meeting time. The meeting was called to order at 9:00 a.m.

2. Approval of the Agenda

ACTION: Alderman Shelton made a motion to approve the agenda with the addition of an item to discuss and review the charter. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

3. Discussion and Possible Action Rules of Procedure

Mayor Barnhardt opened the discussion on the Rules of Procedure.

Rule 8

There was Board consensus to accept the suggested wording for a new 8(d). "Rules of Procedure. At the next regularly scheduled monthly meeting following the organizational meeting the Board shall review these Rules of Procedure and decide if any revisions are necessary."

Rule 13

(d) There was Board discussion regarding the reasoning for the informal discussion of agenda items. No changes were made.

(a)(2) There was discussion regarding the deadline to send agenda items to the manager or clerk at least twelve days before the date of the meeting and the Board's right to add an item to the agenda. After discussion, no changes were suggested.

(a)(4) Mayor Barnhardt suggested the addition of the wording, "with all supporting documents" after "regular monthly meeting agendas and agenda packages". There was discussion regarding whether the additional phrase meant items would have to be removed if supporting documentation was not ready in time to send out with the agenda packet. Mayor Barnhardt suggested that if there were any additional handouts at a meeting and the Board needed more time to review, the Board could recess to a time later in the week to review the items so they wouldn't need to wait for another month for consideration. There was Board consensus to add the wording and consider recessing a meeting for discussion of the additional materials if necessary.

Rule 16

There was Board consensus to change "unfinished" to "old business" as proposed.

Rule 17

Alderman Costantino asked whether it was common to have the mayor only vote to break a tie. Manager Smith read the explanation from the *Suggested Rules of Procedure for a City Council*. There was discussion of whether it was fair and the pros and cons of the mayor voting. In order for the Mayor to vote, the charter would need to be amended. No changes were suggested.

Rule 28

Alderman Cannon asked what constituted an abstention. The rule states that failure to vote on a matter would be recorded as an affirmative vote, except on certain zoning matters when it would instead be recorded as an abstention. Clerk Smith will follow up with the attorney or bring back more information.

Rule 29

Alderman Cannon asked for clarity on the reasoning behind a consensus or majority vote being required to request a written ballot. There was discussion on the current practice of capturing who votes in favor and in opposition on each item for the minutes. The current rule language is paraphrasing G.S. 143-318.13(b).

Rule 31

There was discussion regarding a motion to defer consideration versus a motion to table and the timelines associated with each. Mayor Barnhardt asked to get Attorney Short's opinion on the correct use of tabling and deferring consideration, specifically regarding when a meeting was recessed and then reconvened to revisit the item. Manager Smith clarified by reading the comments that this motion would be to differentiate between postponing to a certain time. The Board could defer to an unspecified time, postpone to a time certain, or take no action.

Rule 36

There was discussion regarding the rules for public hearings. Clerk Smith will bring suggested rules for public comment periods for the Board to review.

Rule 16

There was Board consensus to add "guest presentations" between public hearings and old business.

Rule 38

The Board discussed the appointment process and the mayor's ability to voting. There were questions regarding specific voting rules if there were multiple appointments. The Board would like clarification from Attorney Short. Clerk Smith will also send the appointment policy to the Board for review.

Rule 42

There was Board consensus to remove Rule 42. Mayor Barnhardt mentioned the possibility of drafting a document that would be standalone. Aldermen Shelton agreed.

The Rules of Procedure will be placed on the April meeting agenda for discussion and possible adoption.

4. Review and Discussion Town Charter

Mayor Barnhardt opened the discussion on the charter regarding the mayor's term. Alderman Costantino suggested the term be changed from two years to four years. Mayor Pro Tem Linker stated he was okay with changing the term as long as the mayor continued to be elected separately from the aldermen. Alderman Shelton agreed. Alderman Cannon stated he wasn't opposed to the change, but thought there should be discussion regarding which cycle the election would be on; the aldermen running in the same or opposite cycles could be affected. He questioned whether a first-time mayor could have a two-year first term and four-year terms otherwise. Manager Smith will put together a summary for the Board.

Mayor Pro Tem Linker stated a desire to update the charter to allow the mayor to vote on all matters. Alderman Shelton stated that he agreed. Alderman Cannon stated he believed the mayor votes when it is needed currently and that changing it, could potentially cause a split. Alderman Costantino stated he agreed with that point and felt it should remain the same. There was continued discussion on whether the mayor should be allowed to vote and how the change could potentially be made to the charter. Manager Smith will include this information in the summary for the Board.

Mayor Barnhardt stated it may be a good idea to include something regarding the censure of Board members in the Rules of Procedure. Clerk Smith will consult with Attorney Short.

The Board would also like to know if the mayor is given a right to vote and there is an absence or vacancy, if there is a tie, would that tie be counted as a positive or negative.

The Board would like to hear from Attorney Short on whether the Rules of Procedure could be changed to allow the mayor to make motions or whether that is an amendment that needs to be made to the charter.

ACTION: Mayor Pro Tem Linker made a motion for a five-minute recess. Alderman Shelton seconded the motion, the motion passed 4-0. The Board recessed at 10:39 a.m.

ACTION: Alderman Shelton made a motion to come out of recess. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0. The meeting was called back into order at 10:47 a.m.

5. Closed Session

Town Manager Annual Performance Review

ACTION: Alderman Shelton made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) to discuss the performance of an individual public officer or employee. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

ACTION: Alderman Costantino made a motion to return to open session. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

The Board returned to open session with the intent to recess the meeting to continue the closed meeting for Town Manager evaluation at a date to be decided in open session.

Recess

ACTION: Alderman Costantino made a motion to recess. Mayor Pro Tem Linker seconded the motion. During discussion, by Board consensus it was decided that the Board would reconvene on Monday, April 3, 2023 at 1:00 p.m. to continue the closed session for the Town Manager's evaluation. The motion passed 4-0. The meeting ended at 12:10 p.m.

Respectfully Submitted, <u>Aubrey Smith</u> Town Clerk



TOWN OF GRANITE QUARRY BOARD OF ALDERMEN RECESSED MEETING MEETING MINUTES Monday, April 3, 2023 1:00 p.m.

Present: Mayor Brittany Barnhardt, Mayor Pro Tem John Linker, Alderman Jim Costantino, Alderman Doug Shelton, Alderman Jeff Cannon

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith

1. Motion to Come Out of Recess

ACTION: Alderman Costantino made a motion to come out of recess. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

Mayor Barnhardt opened the meeting that was recessed on March 30, 2023. The meeting was called to order at 1:04 p.m.

2. Approval of the Agenda

ACTION: Alderman Costantino made a motion to approve the agenda. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

3. Closed Session

Town Manager

ACTION: Alderman Costantino made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) to discuss the performance of an individual public officer or employee. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

ACTION: Alderman Shelton made a motion to return to open session. Alderman Costantino seconded the motion. The motion passed 4-0.

The Board took the following actions in closed session:

ACTION: Mayor Pro Tem Linker made a motion based on the evaluation of the manager and comparable range to increase the Manager's base salary by 6%, bringing the Manager's salary to \$101,124, with the same car allowance of \$350 per month. Alderman Costantino seconded the motion. The motion passed 4-0.

There was Board consensus for staff to send the Board the town manager evaluation form to begin discussion for desired updates. Mayor Barnhardt stated a desire for staff to add the town manager evaluation form update as an agenda item in the next month or two.

Adjourn

ACTION: Alderman Costantino made a motion to adjourn. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

The meeting ended at 3:32 p.m.

Respectfully Submitted, <u>Aubrey Smith</u> Town Clerk



Alliance Code Enforcement LLC Monthly Report Town of Granite Quarry

Updated March 31, 2022

MH - Minimum Housing / OL - Overgrown Lot / JV - Junk Vehicle / JP - Junk Pile (open storage) / AC - Animal Control / ZV - Zoning Violation / Open Red - Open Active Case / Open Yellow -Open Inactive Case / Abated Green - Case Closed & Cleared / Unfounded Blue - No Violation Found, Case Closed / NOV - Notice of Violation / NOH - Notice of Hearing / FOF - Finding of Fact

ADDRESS	VIOLATION	STATUS
308 Legion St	JP	NOH
518 Railroad St	МН	FOF
518 S Main St	JP/JV	JP ABATED JVs remain N.O.T.
111 W Lyerly St	МН	FOF
504 S Salisbury Ave	МН	Owner states will be cleaned up in March
1280 Dunns Mtn Rd	ZV	NOH
1190 Summer Ln	MH/JP/JV	Significant progress
315 N Oak St	MH/OL	ABATED
344 Brookwood Dr	MH/OL	12/16
720 S Main St	ZV	FOF
302 W Peeler St	JV	N.O.T.
341 Brookwood Dr	JP/OL	NOH
221 S Oak St	MH	NOH
106 E Church St	JP	NOH
702 W Campbell Ave	JP	NOH
150 Queeners Ct	JP/JV	Property in ETJ but working to get it abated
303 S Oak St	JP/OL	NOH
507 Troutman Rd	JP	ABATED
Norfolk Southern	OL	NOH
1103 Crestview	JP	ABATED
313 Yost Farm Rd	JP/JV	2/24
1304 Stonewyck Dr	JV/ZV	NOH
818 N Salisbury Ave	JP	2/24
810 N Salisbury Ave	JP	Significant Progress
806 N Salisbury Ave	JP	2/24
412 Lake Dr	JP	2/24
616 S Salisbury	JP	3/20
618 N Salisbury	JP/JV	3/30



Alliance Code Enforcement LLC Monthly Report Town of Granite Quarry

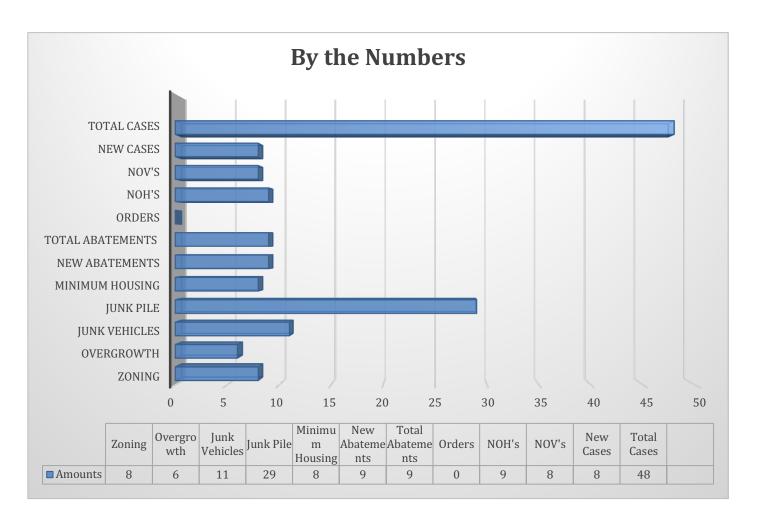
Updated March 31, 2022

410 S Main St	ZV	3/15
504 S Main St	JP/JV	3/20
119 Yost Farm Rd	JP	3/30
730 White Rock Ave	JP	3/30
303 Legion St	JP	3/30
215 Park Ave	JP/JV	3/20
265 Dunns Mtn Ch Rd	MH	3/30
720 S Salisbury	ZV	ABATED
410 S Main St	ZV	3/15
455 Stone Rd	ZV	3/15
626 S Main St	ZV	3/15
123 N Main St	JV	ABATED
207 Balfour Quarry Rd	JV	3/20
706 S Salisbury	JP/OL	3/20
316 Kluttz St	JP/JV	NOH
412 Lake Dr	JP	ABATED
1255 Stonewyck	JP	ABATED
122 Walton	JP/JV	ABATED
112 Walton	JP	OPEN
312 S Salisbury	JP	ABATED



Alliance Code Enforcement LLC Monthly Report Town of Granite Quarry

Updated March 31, 2022



Planning Monthly Report

March 2023



Permits

- 4 Permit Applications
- 3 Permits Approved
- 0 Permits denied

Date	Address	Permit	Status
17-Mar-23	204 Phillips Drive	Addition	Issued
20-Mar-23	344 Crowell Lane	New Single Family Dwelling	Issued
20-Mar-23	516A West Bank Street	Addition	Issued
28-Mar-23	Stokes Ferry Road	Addition	Pending

Planning/Zoning Review

Inquiry	Zoning	Comments
623 299 735 Brown Acres Road	RL	Accessory Structure/Garage
404B 044 1340 Standing Oak Drive	CD-PUD	Fence Placement Issues- No permits found
609 135 00 Dunns Mountain Road	RL, RH, & LI	Site Clearing/Timbering
Multiple Hillcrest Ridge Drive	RL	Revised plans now within flood zone
354 035 00 Coley Road	RH & RL	Future exempt subdivision
350 063 111 West Church Road	RL	Possible Accessory Dwelling Unit
354B 129 313 Yost Farm Road	RL	8' Fence inquiry
353A 018 0 Twin Oaks Road	MH-O	Possible furture manufactured home
623 036 00 US 52 HWY	RL	Could be a future sale
2524.01601.00 Twin Oaks Dood		New SFH inquiry. Non-conforming lot. Currently
353A01601 00 Twin Oaks Road	RL	unbuildable.
650B 091 902 Stonewyck Drive	RL	Accessory Structure
800 S Salisbury Ave	HB	Expanding Business. Looking to secure with fence.

<u>Planning Board</u>. Met 6/Feb/2023 – 066 047 rezoning tabled until April 3rd meeting. Continued Granite Quarry Development Ordinance Project with N-Focus.

Zoning Board of Adjustment. Reviewed training material for Quasi-Judicial boards.



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



Police Department Report April 2023

- Call volume report for the month of March 2023:
- See Attached for Total Calls for Service.
- Date of Report: 04/03/2023
 - Total calls for service/activities 1281
 - 1037 Officer Generated Calls
 - 244 Calls for Service
 - Calls for service/activities Granite Quarry:
 - Calls for service/activities Faith:
 - o Incident Reports- 12
 - o Arrest Reports- 4
 - Crash Reports- 3
 - Traffic Citations- 31
- The following is the ending and average mileage for each vehicle by month:

131 Chevy Impala-	End-	78,085
141 Ford Taurus-	End-	87,921
161 Ford Utility-	End-	79,083
171 Ford Utility -	End-	60,752
172 Ford Utility -	End-	97,931
173 Ford Utility -	End-	48,474
181 Ford F150 -	End-	89,271
191 Dodge Durango -	End-	48,732
201 Ford Utility-	End-	32,025
211 Ford Utility-	End-	18,309
212 Ford Utility-	End-	45,079

- Other Information:
 - Drug Collection Box. March 2023: 18.33 pounds collected.
 - March CID Report. 6 Cases assigned; 10 Cases cleared; 48 follow-ups conducted; 103 open assigned cases.
 - Officers completed 50 hours of in-service or continuing education training in March.

GQPD

Number of Events by Nature

CFS March 2023 Faith

Nature	# Events
104C2 COMMERCIAL BURG (INTRUSI	1
104C3 RESIDENTAL BURG (INTRUSI	1
104D2 COMMERCIAL HOLD UP ALARM	1
106B3 PAST SEXUAL ASLT-CHILD	1
106B5 PAST ASSAULT	1
106D5 ASSAULT IN PROGRESS	1
110C5 COMM BURGLARY JUST OCC	1
111B1 PAST DAMAGE TO PROPERTY	1
113D2 DISTURBANCE / VERBAL	1
115D1 DRIVING UNDER INFLUENCE	1
118B2 FRAUD-PAST FORGERY	1
129C3 SUSPICIOUS VEHICLE	4
132C1 SEVERE TRAFFIC VIOLATION	1
132D1 ROAD RAGE	1
911 HANG UP	5
ASSIST FIRE DEPT	1
BUSINESS OR HOUSE CHECK	118
COMMUNITY PROGRAM	2
ESCORT FUNERAL OR OTHER	1
FOLLOWUP	3
MISDIAL	2
SUBPOENA SERVICE	1
TRAFFIC STOP	11
WARRANT SERVICE	1
Total	162

GQPD

Number of Events by Nature

CFS March 2023 GQ

Nature	# Events
101C5 CUSTODY ISSUE	1
103A2 FOUND PROPERTY	3
103A4 ADMIN (OTHER)	2
103O2 ADMIN/INFORMATION	1
104C1 BANK ALARM (INTRUSION)	1
104C2 COMMERCIAL BURG (INTRUSI	6
104C3 RESIDENTAL BURG (INTRUSI	2
110B2 PAST RESIDENTIAL B&E	1
110C4 RES BURGLARY JUST OCC	1
110D2 RESIDENTIAL B&E	1
111D2 MISCHIEF-DAMAGE TO PROP	1
112D2 DECEASED (SUDDEN)	2
113B2 OTHER NOISE COMPLAINT	3
113B3 NUISANCE COMPLAINT	2
113C1 DISTURBANCE-LOUD PARTY	2
113D2 DISTURBANCE / VERBAL	1
114D1 PHYSICAL DOMESTIC	2
114D2 VERBAL DOMESTIC	1
115D1 DRIVING UNDER INFLUENCE	1
118D2 FRAUD-FORGERY	1
123D1 MISSING PERSON (AT RISK)	1
125B1 CHECK WELFARE - ROUTINE	3
125B2 LOCKOUT - ROUTINE	3
125D1 CHECK WELFARE-URGENT	2
129C1 SUSPICIOUS PERSON	3
129C3 SUSPICIOUS VEHICLE	7
129C5 SUSPICIOUS CIRCUMSTANCE	2
130B1 LARCENY (ALREADY OCC)	1
130C1 THEFT JUST OCCURED	1

Nature	# Events
130D1 LARCENY	2
130D3 LARCENY FROM VEHICLE	1
131B3 HIT & RUN	1
132C1 SEVERE TRAFFIC VIOLATION	1
133D1 TRESPASSING	1
133O2 TRESPASSING - INFORMATIO	1
135D1 ARMED SUBJECT	1
135O2 WEAPONS - INFORMATION	1
25B3 PSYCH. (SUICIDE THREAT)	1
69D6 STRUCTURE FIRE	1
911 HANG UP	13
ASSIST FIRE DEPT	1
ASSIST MOTORIST	2
ATTEMPT TO LOCATE	1
BUSINESS OR HOUSE CHECK	872
CODE ENFORCEMENT	1
COMMUNITY PROGRAM	6
DELIVER MESSAGE	11
FOLLOWUP	40
FOOT PATROL	12
GENERAL INFORMATION	8
HOLD UP ALARM	1
MISDIAL	7
OPEN DOOR	3
PARK CHECK	8
REPOSSESSION	3
SCHOOL SECURITY CHECK	5
SEARCH WARRANT	1
SUBPOENA SERVICE	6
TRAFFIC CHECK	8
TRAFFIC CONTROL	2
TRAFFIC STOP	31

.

Nature	# Events
VEHICLE ACCIDENT PROP DAMAGE	1
WARRANT SERVICE	3
Total	1115



Town of Granite Quarry Fire Department



Established May 15th, 1950 PO Box 351 Granite Quarry, NC 704/279-5596

www.granitequarrync.gov

Board Report April 2023 **Chief Hord**

Emergency Calls for Service March 2023

25 calls in district

- 20 EMS (including strokes, falls, diabetic, CPR and other medical needs)
- 2 Public Service
- 2 Fire Alarms
- 1 Structure Fire

8 calls to Salisbury

- 3 Alarm/Structure, EMS calls canceled en-route
- 2 Move up assignments
- 2 Structure Fires
- 7 calls to Rockwell Rural
 - 2 EMS
 - 4 Cancelled en route
 - 1 Structure Fire

6 calls to Union

- 1 Fire Alarm
- 3 Cancelled en route
- 2 Structure Fires

3 calls to Rockwell City

- 1- Structure fire / Smoke Odor
- 2 Cancelled en route

1 call to South Salisbury

• 1 - Structure Fire

1 call to Bostian Heights

1 - Cancelled en route •

TOTAL - 52

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 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 Thursdays
- Communities in school visits on Thursdays.
- Dunham recertified in car seat installations.
- Working on new rooms upstairs.
- CPR hands on training for the community held at the station. 5 attendees.

E-571

- Mileage 20408
- Hours 1838

E-572

- Mileage 40676.0
- Hours 3292.0

R-57

- Mileage 37992.3
- Hours 3485.5

SQ-57

- Mileage 5866
- Hours 769



March Work 2023 Public Works Report

- Normal Maintenance Duties Daily- (parks, cleaning, mowing, edging, service on equipment, limbs & sweeping)
- PM check on generator
- Leaf pickup bi-weekly ended
- Nature trail maintenance weekly
- Filled various potholes
- Updated 2 stop signs.
- Started crack sealing tennis courts and painting.
- Overseeded and fertilized parks
- Pressure washed Legion area.
- Tune up on 2007 F250
- Mulched planters at the square and town signs.
- Painted all tables in Civic Park shelters.

2007 Ford Truck	Mileage – 64,197	+92 miles
1995 Ford Dump Truck	Mileage – 44,560	+240 miles
2009 Ford Truck	Mileage – 93,572	+233 miles
2019 Ford Truck F350	Mileage – 19,052	+302 miles
2022 Chevy Silverado	Mileage – 11,895	+1247 miles



Finance Department

Breakdown by Department: As of March 31, 2023

Department		Budgeted	Encumbered	YTD		
Revenues:		<u>4,010,280</u>		<u>3,113,056</u>	<u>78%</u>	
Total Revenues:	\$	4,010,280		\$ 3,113,056	78%	
Expenses:						
Governing Body		1,126,944	21,600	104,453	11%	
Administration		621,023	1,488	388,010	63%	
Public Works		346,275	5,055	239,947	71%	
Police		938,996	15,000	678,117	74%	
Fire		598,990	16,500	422,013	73%	
Streets		126,102	1,200	71,487	58%	
Sanitation		175,000	-	130,220	74%	
Parks & Recreation		76,950	700	 53,523	<u>70%</u>	
Total Expenses:	\$	4,010,280	\$ 61,543	\$ 2,087,769	54%	
Expense to Revenue:					67%	

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

	Revenues:				
Account	Budget	YTD	Variance	%	Notes
01-3100-12 Taxes - Budget Year	1,121,777	1,109,848	(11,929)	99%	1
01-3100-17 Tax Penalties & Interest	3,700	4,851	1,151	131%	1
01-3101-12 Taxes - Prior Years	7,000	12,417	5,417	177%	1
01-3102-12 Vehicle Tax	142,823	115,363	(27,460)	81%	
01-3230-31 Local Option Sales Tax	963,578	795,335	(168,243)	83%	
01-3231-31 Solid Waste Disposal Tax	2,374	1,807	(567)	76%	
01-3300-36 Grants	24,480	-	(24,480)	0%	
01-3316-32 Powell Pave & Patch Funds	89,302	92,003	2,701	103%	2
01-3322-31 Beer & Wine - State	12,762	-	(12,762)	0%	
01-3324-31 Utilities Franchise Tax	137,447	102,819	(34,628)	75%	
01-3330-84 County First Responders	4,020	3,015	(1,005)	75%	
01-3413-89 Miscellaneous Revenue	2,900	1,923	(977)	66%	
01-3431-41 Police Authority Revenue_Faith	146,000	109,500	(36,500)	75%	
01-3431-45 Police Report Revenue	100	110	10	110%	
01-3431-89 Police Miscellaneous	1,100	745	(355)	68%	
01-3451-85 Property Damage Claims	-	2,700	2,700	100%	3
01-3471-51 Environmental Fee Collection	178,500	126,368	(52,132)	71%	
01-3491-41 Subdivision & Zoning Fees	5,500	7,402	1,902	135%	
01-3613-41 Parks Miscellaneous	21,000	11,470	(9,530)	55%	
01-3713-33 Sal. Water/Sewer Reimbursement	50,000	50,000	-	100%	
01-3831-89 Interest on Investments	3,000	61,852	58,852	2062%	4
01-3834-41 Park Shelter Rentals	3,750	5,835	2,085	156%	5
01-3835-80 Police Surplus Items Sold	1,350	2,580	1,230	191%	6
01-3835-81 Surplus items Sold	1,000	3,477	2,477	348%	7
01-3837-31 ABC Net Revenue-Co.	11,400	11,678	278	102%	
01-3982-96 Transfer In - ARPA Fund	-	479,958	479,958	100%	
01-3991-99 Fund Balance Appropriated	1,075,417	-	(1,075,417)	0%	8
	4,010,280	3,113,056	(897,224)	78%	

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 for the Fiscal Year
- 3 Storm damage to Lake Park fence covered by insurance
- 4 Invested a large amount in the NC Capital Management Trust (see details on Interest on Investments page)
- 5 Includes GQ Civitans annual rental fee of \$1,200
- 6 Includes sale of surplus pistols
- 7 Includes sale of sickle bar and multiple other items
- 8 Fund Balance Appropriated = Budget as Adopted + Budget Amendments as follows:

Budget As Adopted (Fire Stipend)	50,000.00
#1 CLUP/UDO	65,500.00
Transformational Project CPO	959,916.71
Total Fund Balance Appropriated	1,075,416.71

Governing Body:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4110-02 Mayor/Aldermen Salary	18,745	-	8,934	9,811	48%	
01-4110-09 FICA Expense	1,434	-	683	-	48%	
01-4110-14 Insurance - Workers Comp	50	-	36	14	72%	9
01-4110-18 Professional Services	85,500	20,750	57,643	7,107	92%	10
01-4110-26 Office Expense	1,284	850	434	0	100%	
01-4110-31 Training & Schools	900	-	210	690	23%	
01-4110-40 Dues & Subscriptions	13,565	-	12,492	1,073	92%	
01-4110-45 Insurance & Bonds	1,814	-	1,814	-	100%	9
01-4110-60 Special Projects	24,438	-	1,443	22,995	6%	
U1-4110-61 Grants - Nonprofit Grant Program	350	-	100	250	29%	
01-4110-96 Interfund Transfer	959,917	-	20,665	939,251	2%	
01-4110-97 General Fund Contingency	18,947	-	-	18,947	0%	
	1,126,944	21,600	104,453	1,000,890	11%	

Notes:

9 Paid once annually at the beginning of the Fiscal Year

10 Annual audit complete, CLUP/UDO encumbered

Administration:							
Account	Budget	Encum.	YTD	Variance	%	Notes	
01-4120-00 Salaries - Regular	292,500	-	200,246	92,254	68%		
01-4120-03 Salaries - Longevity	850	-	850	-	100%		
01-4120-07 401K Expense	14,625	-	10,012	4,613	68%		
01-4120-09 FICA Expense	22,442	-	15,093	7,349	67%		
01-4120-10 Retirement Expense	35,584	-	24,290	11,294	68%		
01-4120-11 Group Insurance	37,000	-	27,652	9,348	75%		
01-4120-14 Insurance - Workers Comp	500	-	435	65	87%	11	
01-4120-17 Insurance – HRA/Admin Cost	1,200	-	900	300	75%		
01-4120-18 Professional Services	81,500	188	49,904	31,408	61%		
01-4120-22 Banquet Expense	1,700	-	-	1,700	0%		
01-4120-26 Office Expense	9,500	550	5,682	3,268	66%		
01-4120-31 Training & Schools	7,000	-	5,774	1,226	82%		
01-4120-32 Telephone/Communications	4,500		2,799	1,701	62%		
01-4120-33 Utilities	4,800	-	3,836	964	80%		
01-4120-34 Printing	6,000	-	3,987	2,013	66%		
01-4120-37 Advertising	3,000	-	458	2,542	15%		
01-4120-40 Dues & Subscriptions	3,300	250	888	2,163	34%		
01-4120-44 Contracted Services	19,500	500	13,257	5,743	71%		
01-4120-45 Insurance & Bonds	5,200	-	5,177	23	100%	11	
01-4120-62 Committees - CAC	700	-	56	644	8%		
01-4120-68 Tax Collection	16,775	-	15,653	1,122	93%		
01-4120-71 Water Line - Principal	51,536	-	-	51,536	0%		
01-4120-72 Water Line - Interest	1,311	-	1,059	252	81%		
	621,023	1,488	388,010	231,526	63%		

11 Paid once annually at the beginning of the Fiscal Year

Public Works:								
Account	Budget	Encum.	YTD	Variance	%	Notes		
01-4190-00 Salaries - Regular	134,500	-	91,800	42,700	68%			
01-4190-02 Salaries - Part-Time	45,000	-	34,710	10,290	77%			
01-4190-03 Salaries - Longevity	1,150	-	933	217	81%			
01-4190-07 401K Expense	6,725	-	4,590	2,135	68%			
01-4190-09 FICA Expense	13,820	-	9,749	4,071	71%			
01-4190-10 Retirement Expense	16,455	-	11,111	5,344	68%			
01-4190-11 Group Insurance	25,500	-	17,485	8,015	69%			
01-4190-14 Insurance - Workers Comp	6,500	-	6,444	56	99%	12		
01-4190-20 Motor Fuel	16,500	-	10,276	6,224	62%			
01-4190-21 Uniforms	1,600	-	817	783	51%			
01-4190-24 Maint & Repair - Bldgs/Grounds	23,300	-	19,905	3,395	85%	13		
01-4190-25 Maint & Repair - Vehicles	5,900	75	5,694	131	98%	14		
01-4190-29 Supplies & Equipment	17,300	4,800	11,248	1,252	93%	15		
01-4190-31 Training & Schools	250	-	-	250	0%			
01-4190-32 Telephone/Communications	850	-	583	267	69%			
01-4190-33 Utilities	3,500	-	2,704	796	77%			
01-4190-34 Printing	25	-	10	15	41%			
01-4190-35 Maint & Repairs - Equipment	5,600	-	3,782	1,818	68%			
01-4190-40 Dues & Subscriptions	200	-	161	39	81%			
01-4190-44 Contracted Services	17,000	180	3,381	13,439	21%			
01-4190-45 Insurance & Bonds	4,600	-	4,563	37	99%	12		
	346,275	5,055	239,947	101,273	71%			

12 Paid once annually at the beginning of the Fiscal Year

13 Storm damage to Lake Park fence reimbursed by insurance, Board Room and Town Hall front doors

- 14 Includes dump truck tires, repair to F250 and other maintenance/repair
- 15 Flail mower purchased, compressor encumbered

Police:								
Account	Budget	Encum.	YTD	Variance	%	Notes		
01-4310-00 Salaries - Regular	494,750	-	346,934	147,816	70%			
01-4310-02 Salaries - Part-Time	5,000	-	4,302	698	86%			
01-4310-03 Salaries - Longevity	2,550	-	2,500	50	98%			
01-4310-07 401K Expense	24,738	-	17,278	7,460	70%			
01-4310-09 FICA Expense	38,426	-	27,416	11,010	71%			
01-4310-10 Retirement Expense	64,848	-	45,587	19,261	70%			
01-4310-11 Group Insurance	91,111	-	61,759	29,352	68%			
01-4310-14 Insurance - Workers Comp	10,614	-	10,613	1	100%	16		
01-4310-20 Motor Fuel	32,015	-	20,792	11,223	65%			
01-4310-21 Uniforms	4,400	-	2,956	1,444	67%			
01-4310-25 Maint & Repair - Vehicles	12,400	-	11,784	616	95%	17		
01-4310-26 Office Expense	1,000	-	259	741	26%			
01-4310-29 Supplies & Equipment	21,390	-	16,154	5,236	76%			
01-4310-31 Training & Schools	4,500	-	2,439	2,061	54%			
01-4310-32 Telephone/Communications	8,000	-	5,750	2,250	72%			
01-4310-33 Utilities	1,725	-	1,365	360	79%			
01-4310-34 Printing	1,000	-	568	432	57%			
01-4310-35 Maint & Repair - Equipment	1,164	-	778	386	67%			
01-4310-40 Dues & Subscriptions	3,650	-	2,286	1,364	63%			
01-4310-44 Contracted Services	23,250	-	19,134	4,116	82%			
01-4310-45 Insurance & Bonds	14,000	-	14,000	-	100%	16		
01-4310-54 Cap Outlay - Vehicles	53,985	15,000	38,985	-	100%	18		
01-4310-55 Cap Outlay - Equipment	24,480	-	24,479	1	100%	19		
	938,996	15,000	678,117	245,879	74%			

16 Paid once annually at the beginning of the Fiscal Year

17 Multiple unanticipated costly repairs to vehicles that would have been surplused if new vehicle were available

- 18 Dodge Durango, upfit encumbered
- 19 Governor's Crime Commission Grant for Tasers

Fire:								
Account	Budget	Encum.	YTD	Variance	%	Notes		
01-4340-00 Salaries - Regular	133,000	-	91,200	41,800	69%			
01-4340-02 Salaries - Part-Time	225,000	-	171,345	53,655	76%			
01-4340-03 Salaries - Longevity	2,200	-	1,946	254	88%			
01-4340-07 401K Expense	7,645	-	5,232	2,413	68%			
01-4340-09 FICA Expense	27,632	-	20,052	7,580	73%			
01-4340-10 Retirement Expense	18,813	-	12,716	6,097	68%			
01-4340-11 Group Insurance	28,000	-	18,798	9,202	67%			
01-4340-14 Insurance - Workers Comp	10,198	-	10,197	1	100%	20		
01-4340-17 Firemen's Pension Fund	1,800	-	1,600	200	89%			
01-4340-20 Motor Fuel	8,000	-	5,481	2,519	69%			
01-4340-21 Uniforms	3,000	-	1,971	1,029	66%			
01-4340-25 Maint & Repair - Vehicles	19,500	-	19,181	319	98%	21		
01-4340-26 Office Expense	150	-	126	24	84%			
01-4340-29 Supplies & Equipment	70,500	16,500	32,860	21,140	70%	22		
01-4340-31 Training & Schools	2,500	-	1,687	813	67%			
01-4340-32 Telephone/Communications	4,500	-	3,541	959	79%			
01-4340-33 Utilities	6,300	-	5,085	1,215	81%			
01-4340-34 Printing	275	-	210	65	76%			
01-4340-35 Maint & Repair - Equipment	6,500	-	850	5,650	13%			
01-4340-40 Dues & Subscriptions	3,675	-	1,914	1,761	52%			
01-4340-44 Contracted Services	10,000	-	6,489	3,511	65%			
01-4340-45 Insurance & Bonds	9,802	-	9,532	270	97%	20		
	598,990	16,500	422,013	160,477	73%			

20 Paid once annually at the beginning of the Fiscal Year

21 Intake relief valves on E571, R57 valves and A/C Repair, Preventative Maintenance

22 Rowan County Fire Stipend, Turn Out Gear encumbered

Streets:									
Account	Budget	Encum.	YTD	Variance	%	Notes			
01-4510-18 Professional Services	2,425	-	2,422	3	100%	23			
01-4510-29 Supplies & Equipment	975	-	770	205	79%				
01-4510-39 Maint & Repair	10,000	1,200	5,500	3,300	67%	24			
01-4510-55 Cap Outlay - Equipment	9,000	-	7,160	1,840	80%	25			
01-4510-71 Debt Service - Principal	50,000	-	25,000	25,000	50%				
01-4510-72 Debt Services - Interest	7,225	-	3,802	3,423	53%				
01-4510-99 Unappropriated Fund Balance	9,677	-	-	9,677	0%				
01-4511-33 Utilities - Street Lights	36,500	-	26,834	9,666	74%				
01-4511-58 Cap Outlay - Bldg/Infrastructure	300	-	-	300	0%				
	126,102	1,200	71,487	53,415	58%				

23 Powell Bill maps paid for once annually

24 Timber Run sink hole repair, gravel for Poplar St. encumbered

25 Snow Plow

Sanitation:							
Account	Budget	Encum.	YTD	Variance	%	Notes	
01-4710-44 Contracted Services	175,000	-	130,220	44,780	74%		
	175,000	-	130,220	44,780	74%		

Notes:

Parks & Rec:								
Account	Budget	Encum.	YTD	Variance	%	Notes		
01-6130-24 Maint & Repair - Bldgs/Grounds	26,000	700	22,197	3,103	88%	26		
01-6130-29 Supplies & Equipment	7,400	-	3,566	3,834	48%			
01-6130-32 Telephone/Communications	4,150	-	2,483	1,667	60%			
01-6130-33 Utilities	16,900	-	11,559	5,341	68%			
01-6130-62 Committees - PERC	22,500	-	13,718	8,782	61%			
	76,950	700	53,523	22,727	70%			

Notes:

26 Lake Park pole lighting repairs and Lake Park shelter wiring repairs, Playground mulch is encumbered

Interest on Investments by Month FY 2022-2023														
Acct#	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Interest YTD	Invested Balance
Certificate	es of Depo	sits:												
XX7779	418.18	432.13	432.13	-	-	-	-	-	-	-	-	-	1,282.44	Matured
	418.18	432.13	432.13	-	-	-	-	-	-	-	-	-	\$ 1,282.44	\$-
XX9011 XX1186	arket Acco 126.75 5.32	124.59 5.32	49.98 5.49	38.52 11.51	56.62 18.03	58.53 18.64	66.11 18.64	70.54 16.85	-	-	-	-	591.64 99.80	153,305.28 62,745.20
ARPA	19.23	28.76	-	-	-	-	-	-	-	-	-	-	47.99	Closed
	151.30	158.67	55.47	50.03	74.65	77.17	84.75	87.39	-	-	-	-	\$ 739.43	\$ 216,050.48
-	l Manager	nent Trust												
XX4319	65.72	396.81	4,372.14	6,738.04	8,006.15	9,206.53	9,965.33	9,738.47	-	-	-	-	48,489.19	2,899,534.09
	65.72	396.81	4,372.14	6,738.04	8,006.15	9,206.53	9,965.33	9,738.47	-	-	-	-	\$ 48,489.19	\$ 2,899,534.09
Totals													\$50,511.06	\$ 3,115,585

Total Invested Balance	\$ 3,115,585
Cash Balance (As of 3/31/23)	\$ 386,779
Minus Outstanding Transactions (As of 3/31/23)	\$ (22,934)
Total Reconciled Cash Balance	\$ 363,845
Total Available Funds	\$ 3,479,429

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

<u>REVENUES</u>	Amendeo Project Authorizati	Т	otal To Date	22/23 Projected
04-3613-26 Federal Emergency Management Agency Grant	\$ 576,2	286 \$	502,170	6,161
04-3613-36 NC Division of Emergency Management Grant	192,0	095	167,390	2,054
Total Revenues	768,3	381	669,560	8,214
OTHER FINANCING SOURCES				
04-3981-96 Transfer from General Fund			-	-
Total Other Financing Sources		-	-	-
TOTAL REVENUES AND OTHER FINANCING SOURCES	768,3	381	669,560	8,214
EXPENDITURES 04-6130-18 PROFESSIONAL SERVICES				
Engineer or Architect Fees	174,2	250	166,037	8,214
Total Personnel	174,2	250	166,037	8,214
04-6130-69 CAP OUTLAY - BLDG, STRUCT, OTHER				
Construction Cost	\$ 547,6	519 \$	503,524	-
Contingency (10%)	46,5	512 \$	-	-
Total Capital Outlay	594,1	131	503,524	-
TOTAL EXPENDITURES	\$ 768,3	381 \$	669,560	8,214
TOTAL FINANCING SOURCES OVER EXPENDITURES	\$	- \$	-	-

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

		Amended Project	Total To Date	Projected by Completion
FINANCING S		Authorization		-
08-3981-96	Transfer from General Fund	959,917	20,665	939,251
	Total Financing Sources	959,917	20,665	939,251
1	TOTAL REVENUES AND OTHER FINANCING SOURCES	959,917	20,665	939,251
<u>EXPENDITURI</u>	<u>ES</u>			
08-4930-18	Professional Services	50,000	20,665	29,335
	Total Personnel	50,000	20,665	29,335
08-4930-58	Cap Outlay - Construction	754,417	-	754,417
08-4930-97	Contingency	45,500	-	45,500
	Total Construction	799,917	-	799,917
08-9840-96	Transfer to TAP Project Fund	110,000		110,000
	Total Transfers	110,000	-	110,000
	TOTAL EXPENDITURES	959,917	20,665	939,251
	TOTAL FINANCING SOURCES OVER EXPENDITURES	\$ -	\$ -	-

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

REVENUES	Project Authorization	Total To Date	Projected by Completion
09-3450-36 Transportation Alternatives Program Funds	440,000	-	440,000
Total Revenues	440,000	-	440,000
OTHER FINANCING SOURCES			
09-3984-96 Transfer from Transformational Projects Fund	110,000	-	110,000
Total Other Financing Sources	110,000	-	110,000
TOTAL REVENUES AND OTHER FINANCING SOURCES	550,000	-	550,000
EXPENDITURES 09-4511-18 Professional Services	70,000	-	70,000
Total Personnel	70,000	-	70,000
09-4511-58 Cap Outlay - Construction	452,500	-	452,500
09-4511-97 Contingency	27,500	-	27,500
Total Construction	480,000	-	480,000
TOTAL EXPENDITURES	550,000	-	550,000
TOTAL FINANCING SOURCES OVER EXPENDITURES	-	-	-

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 July 1, 2022	2,332,082
Revenues as of 3/31/23	3,113,056
Expenses as of 3/31/23	(2,087,769)
Revenues over Expense	1,025,287
Less Encumbered	(61,543)
Less Restricted:	
Powell Bill	(46,150)
Reserved by State Statute	(346,710)
Total Restricted	(392,860)
Less Committed:	
Transformational Project CPO	(939,251)
TAP Outlay (excluding GQ match)	(440,000)
Total Committed	(1,379,251)
Unassigned Fund Balance as of 3/31/23	\$ 1,523,715

EDDIE CARRICK, CPA, PC

Certified Public Accountant

March 1, 2023

To the Honorable Mayor and Town Council Town of Granite Quarry Granite Quarry, North Carolina

We are pleased to confirm our understanding of the services we are to provide for Town of Granite Quarry for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit, where applicable, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Town of Granite Quarry as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Granite Quarry's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Granite Quarry's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Other Post-Employment Benefits Schedules (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Granite Quarry's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Individual fund statements and schedules
- 2) Schedule of expenditures of federal awards (if applicable).
- 3) Law Enforcement Officers' Separation Allowance Report (if applicable).

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists; we are required to describe it in our report.

1) N/A

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood *Member of the American Institute*

of Certified Public Accountants

Town of Granite Quarry

151 Young Drive, Lexington, NC 27292 336-249-2545, Fax 336-249-4745 Page 47 that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on (if applicable):

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (if applicable)

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit (if applicable). Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

Cash Support, receivables, and receipts Program service fees, revenue, and receivables Expenses for program and supporting services, and accounts payable and other liabilities Inventories (if applicable) Property and equipment Debt and other liabilities Net assets

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance (if applicable).

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Granite Quarry's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Granite Quarry's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Town of Granite Quarry's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

For audits subject to Yellow Book, we will not provide any nonattest services.

For audit not subject to Yellow Book, we will also assist in preparing the financial statements and related notes of Town of Granite Quarry in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter

our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit (if applicable)

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance (if applicable), it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the first of audit field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance (if applicable). You agree to include our report on the schedule of

expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement (if applicable), we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Granite Quarry; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eddie Carrick CPA, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eddie Carrick CPA, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding

agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Eddie Carrick is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit after July 1, 2023.

My fee for these services will be at our agreed upon fee per our LGC contract less any amounts paid directly to Tony Brewer CPA, PC for financial statement preparation and other non-attest services. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit (if applicable). Our reports will be addressed to the Council of the Town of Granite Quarry. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report (if applicable) on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report (if applicable) on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports (if applicable) will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Granite Quarry and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

a Cl. cont

Eddie Carrick CPA, PC

RESPONSE: This letter correctly sets forth the understanding of Town of Granite Quarry.

Management signature:
Title:
Date:
Governance signature:
Title:
Date:



The	Governing Board
	Town Council
of	Primary Government Unit
	Town of Granite Quarry
and	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

d	Auditor Name
	Eddie Carrick, CPA,PC
	Auditor Address
	151 Young Drive, Lexington, NC 27292

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/23	10/31/23

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis,

(b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

CONTRACT TO AUDIT ACCOUNTS

The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than 14. hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and 20. physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of 22. Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

CONTRACT TO AUDIT ACCOUNTS

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

	Terre of Crewite Oriente
Primary Government Unit	Town of Granite Quarry
Audit Fee	\$ 11,500.00
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ 2,000.00
Writing Financial Statements	\$
All Other Non-Attest Services	\$

DDIMADY COVEDNMENT CEES

DPCU FEES	(if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Eddie Carrick, CPA,PC	
Authorized Firm Representative (typed or printed)*	Signature*
Eddie Carrick	
Date*	Email Address*
	eddie@eddiecarrickcpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Granite Quarry	10
Date Primary Government Unit Governing Board App (G.S.159-34(a) or G.S.115C-447(a))	roved Audit Contract*
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed	Signature*
Date of Pre-Audit Certificate*	Emgil Address*

SIGNATURE PAGE – DPCU (complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit	
Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

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RESOLUTION 2023-04

A RESOLUTION ENDORSING BYRD ROAD ROUNDABOUT FOR THE CABARRUS-ROWAN METROPOLITAN PLANNING ORGANIZATION REGIONAL PRIORITY LIST

WHEREAS, the North Carolina Board of Transportation (BOT), every two years, prepares a Statewide Transportation Improvement Program (STIP) that identifies transportation projects to be implemented over the next seven years with State and Federal funding; and

WHEREAS, the North Carolina BOT solicits input for identifying transportation projects of local and regional importance to be included in the next STIP; and

WHEREAS, the Cabarrus-Rowan Transportation Advisory Committee is charged with the development of a Metropolitan Transportation Improvement Program (MTIP); and

WHEREAS, the Town of Granite Quarry is a member jurisdiction of the CRMPO; and

WHEREAS, the Cabarrus-Rowan MPO encourages the North Carolina Department of Transportation (NCDOT) to design all highway projects, where appropriate, to accommodate bicycle and pedestrian traffic that support alternative means of transportation; and

WHEREAS, the Town of Granite Quarry has outlined its transportation and highway project priorities within the CRMPO planning area in the attached application to the MPO;

NOW, THEREFORE, BE IT RESOLVED by the Town of Granite Quarry that the Board of Aldermen endorses the following new highway project to be evaluated on the list of projects that will ultimately be considered for the FY 2026-2035 CRMPO MTIP.

This request is to add 1 roundabout at the Byrd Road and Faith Road intersection as a traffic calming device.

This project will be submitted as a new highway project to be considered for inclusion in the next update of the CRMPO Metropolitan Transportation Plan (MTP) and MTIP as well as the 2026-2035 STIP.

Upon motion of Board Member _____, seconded by Board Member _____, the foregoing resolution was adopted this the 10th day of April, 2023.

I, Aubrey Smith, Clerk to the Board of Aldermen, **DO HEREBY CERTIFY** that the foregoing is a true copy of so much of the proceedings of said Board at a meeting held on April 10th, 2023, as relates in any way to the adoption of the foregoing and that said proceedings are recorded in the minutes of said Council.

WITNESS my hand and the seal of said Town, this _____ day of _____, 2023.

Clerk to the Board

Cabarrus-Rowan MPO

Local Highway Priority List Project Request Form

Agency: Town of Granite Quarry

Type of Project: Highway

Location: Intersection of Byrd Road and Faith Road

Length and Scope: 3-way intersection currently with a one-way stop on the westbound lane. We are looking to add a roundabout intersection.

Right of Way: Current right of way is 60 feet in all directions and the Town of Granite Quarry owns most of the needed right of way to complete the project.

Summary of Need / Benefit of Project: This 3-way intersection connects traffic from Byrd Rd and Faith Rd into and from downtown Granite Quarry. This is also a major throughfare for the Town of Faith and City of Salisbury. This intersection handles residential and commercial traffic from interstate 85 as well. The roundabout would serve as a traffic calming device and reduce traffic crashes.

Proclamation

Child Abuse Prevention Month 2023

WHEREAS, children are vital to our Town and State's future success, prosperity, and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development, and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Brittany H. Barnhardt, Mayor of the Town of Granite Quarry, on behalf of the Board of Aldermen and the citizens of Granite Quarry do hereby proclaim, **April 2023** as **Child Abuse Prevention Month** and call upon all Granite Quarry citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

ADOPTED this 10th day of April 2023.

Brittany H. Barnhardt, Mayor

ATTEST:

Aubrey Smith, Town Clerk

Town of Granite Quarry Town Manager's Report April 2023



- 1. **Meetings.** Most of the month since last regular meeting was again spent following up on directives given, questions raised, etc during meetings, preparing & gathering info and materials for additional meetings. Especially trying to work on upcoming budget and operations every chance in between.
- 2. **PD Vehicle.** To recap: our 2023 Ford Utility order got cancelled. We re-ordered to get on the next / this current round of the waiting list. To date there is still not even a build date issued for it.

To update: Chief Cook has found a Dodge Durango police unit available. It would still be a state contract purchase price, and though the upfit itself (partition, equipment, decals, etc) costs more than the Ford (est up to ~\$6,200), it appears we should have enough within the operational budget to cover it with no formal Budget Amendment needed.

- 3. **Fish for Fun.** At the last meeting someone said that staff had done away with the Fish for Fun event last year, which Aubrey nor I had heard before, so we followed up to see if we'd missed any potential issues somewhere. To clarify for record:
 - NC Wildlife simply wasn't able to stock the Lake Park in 2022 due to an issue that killed off most of their fish.
 - We have in fact kept the June and August Family Fish 4 Funs on the 2023 Events Calendar I shared with the Board at the January meeting, simply noting "contingent on stock".
 - Staff confirmed that Wildlife believes they are indeed still on track to deliver us fishing-sized fish this year as normal, around mid-April.
- 4. **Mulch giveaway** went well. 13 mulch recipients and a CAC volunteer on hand to help if or as needed.
 - PWD still needs to move more of the mulch. <u>Please help get the word out if you know anyone</u> who might be interested in getting mulch to call Town Hall and schedule a time.
- 5. **Coffee with a Cop.** 11 community members (at least 7 were GQ residents) attended the meet & greet with 4 officers able to make this one. This is one of the programs specifically designed for PD outreach, so I just popped in for a bit to see how it was going... great initiative and pilot session!
- 6. **RFP Town Attorney.** I was able to develop the RFP pretty quickly and out for BOA members to have time to review, but got delayed after that. Amended the response due date out to May 5 to still allow adequate time for interested parties to review & respond.
- 7. **Transformational Projects.** We continued working with Stewart through their project lead turnover, debriefing from February & revising their presentation and staff's focus based on the Board's input.
- 8. Litter Sweep. Reminder that it will be held <u>Friday, April 21 from 1pm-3pm</u> with an informal reception for volunteers at Town Hall afterward.

9. Committee / Group Reports.

- A. **Community Appearance Commission.** There was no quorum for its regularly scheduled February 9 and rescheduled February 21 meeting dates, so the CAC didn't meet until the February 28 meeting that was reported on last month. Since that meeting was so late in the month & close to the regular March meeting date, CAC cancelled its March meeting.
- B. MPO Technical Coordinating Committee (TCC Professional Staff). Met March 15.
 - Rockwell & Granite Hwy 52 bypass links are not yet funded but are being added to Misenheimer bypass project (2027 timeline) that <u>is</u> funded. This won't *fund* our segments of the project but it *will* combine the environmental studies, moving some background work on the projects forward.
 - Jason updated TCC about our plan to replace one of our P7.0 projects with the Byrd/Faith Rd.
 - Special shout-out to DOT for its assistance in the 3-way stop interim plans and help with scoring the P7.0 roundabout proposal (which saved us from having to do with our own engineering).
- C. Centralina Regional Managers Meeting. Met March 15.
 - COG advised us that in February the Board of Delegates (our elected official delegates) rated grant writing as a high priority, so COG invited grant vendors and prepared a more detailed review of current grants than normal.
 - ICMA updates and group discussion.
- D. **Events group** met March 16. 5 volunteers attended.
 - Arts in the Park. They made the request for alcohol vendor following the BOA's discussion & direction earlier that week. I approved based on precedent of Granite Fest (was made aware of the ordinance conflict after-the-fact).
 - **Applications.** We explained the request for them to fill out committee applications and strongly encouraged them all to please do so. Only 2 of the volunteers have done so thus far.
 - Set a tentative date of Thursday, April 6 at 5:30 for the next meeting.
- E. **Revitalization Team.** No meeting in March.
- F. **Rowan Municipal Association.** Coming up April 27. As host we're still working on the speaker confirmation and getting everything ready. Aubrey is working on RSVPs... GQ BOA head count?

SUMMARY

TO: Board of Aldermen
FROM: Town Manager Larry Smith
RE: Rowan County Wayfinding
DATE: 4/10/2023



Attached is the wayfinding presentation draft from Tourism. The Industrial Park sign was incorporated into this version of the draft (last page); but flipped from the original orientation that was designed and presented to the Board following the Town's adopted Master Plan recommendations. I therefore asked if they could at least include the same illustration using the Plan's recommended orientation so the Board could have the opportunity to review side by side/apples to apples. They inserted our original mockup on the page before last. A mockup doing the best I could with Microsoft Paint is also attached to try and at least give the Board some idea of the same location illustration for comparison.

Answers from the questions asked last meeting:

- 1. Wayfinding cost. No cost to the Town unless we ask for something other than what Tourism proposes.
- 2. Existing north & south Gateway signs. Yes, we can keep the current gateway signs and still implement the rest of the proposed system if we so choose.
 - Industrial Park sign. Tourism stated that the funds that were allocated for the above gateway signs could be put towards the industrial park/gateway sign instead.
- 3. **Logo.** In 2016 Tourism provided funding for each town to have a logo created at their direction for their own community that fit with Rowan County's adopted "Be and Original" brand. So they are not providing resources for municipalities to change these logos at this time.
 - **However,** to the question about the "Be an original town" part of GQ's logo: Tourism advised that GQ <u>can</u> remove that wording from under the rest of the existing logo if it so chooses.
- 4. **Wayfinding.** GQ would need to decide on what the left panel should look like. There are options that can eliminate the use of GQ's logo (e.g., just using the Town's name). Some additional examples are also attached.

Action Requested:

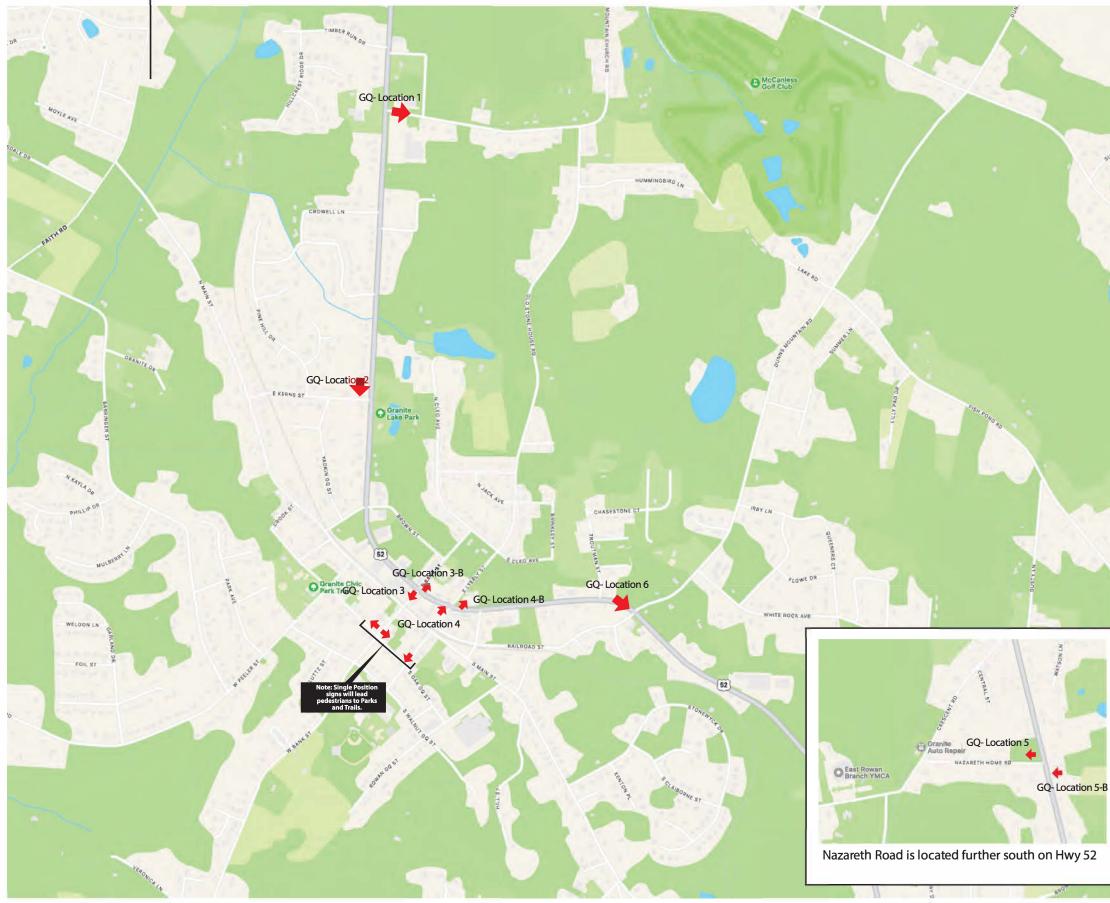
Direction from the Board on if/how if wishes to move forward.



Wayfinding system design, fabrication and installation provided at no cost to Granite Quarry, courtesy of Rowan County Tourism.

Granite Quarry Destinations

Old Stone House Museum Dunn's Mountain Park Dan Nicholas Park & Campground Public Golf Downtown Shops & Restaurants Granite Lake Park Granite Civic Park Post Office Centennial Nature Trail YMCA Nazareth Children's Home







Other towns in Rowan County have legends about their names but Granite Quarry has a stone-cold truth. The hills of the town cover seams of granite which has been quarried, cut and exported to every corner of the world. What's more, the town's signature pink granite has been used to build numerous homes around the town giving the area an old-world charm.



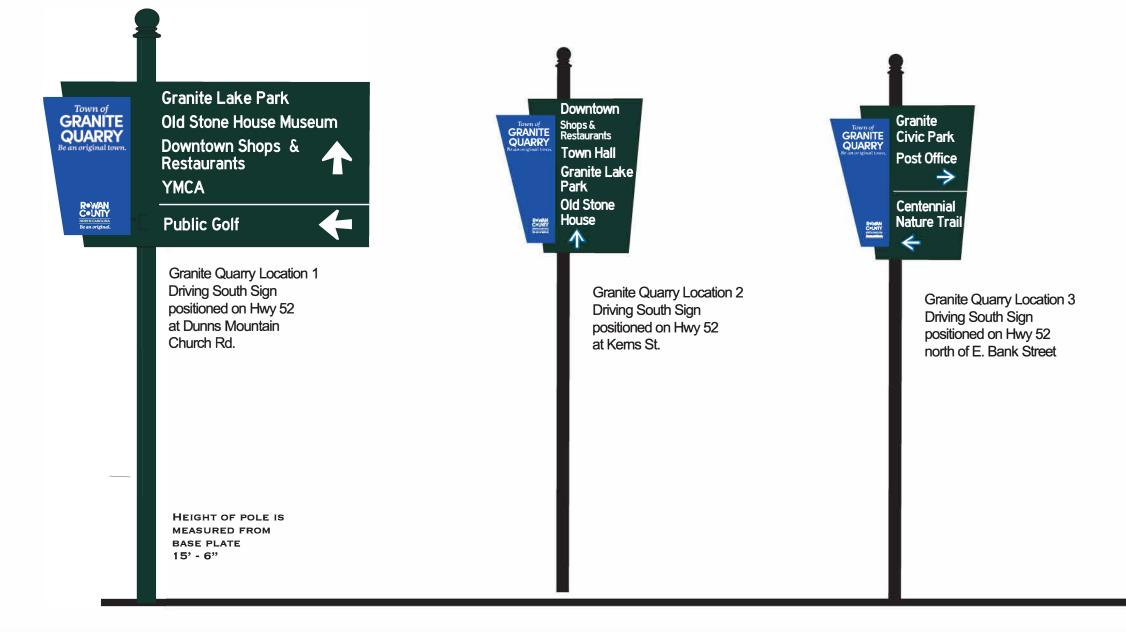


Rowan County, North Carolina













Rowan County, North Carolina

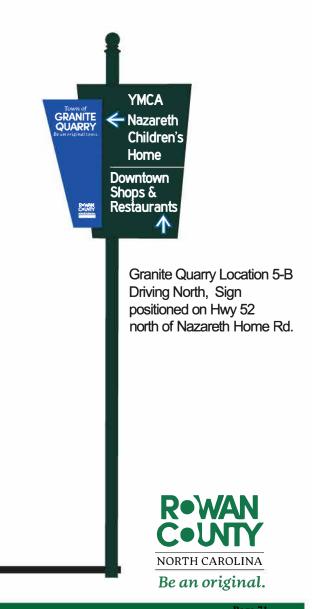






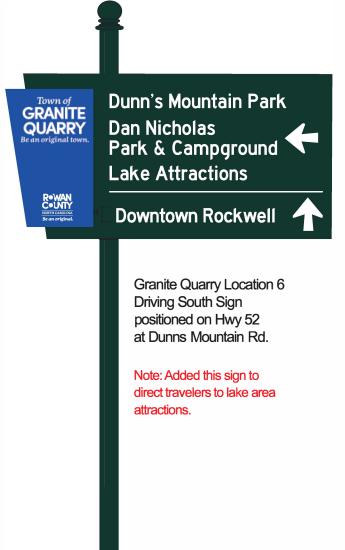






Rowan County, North Carolina

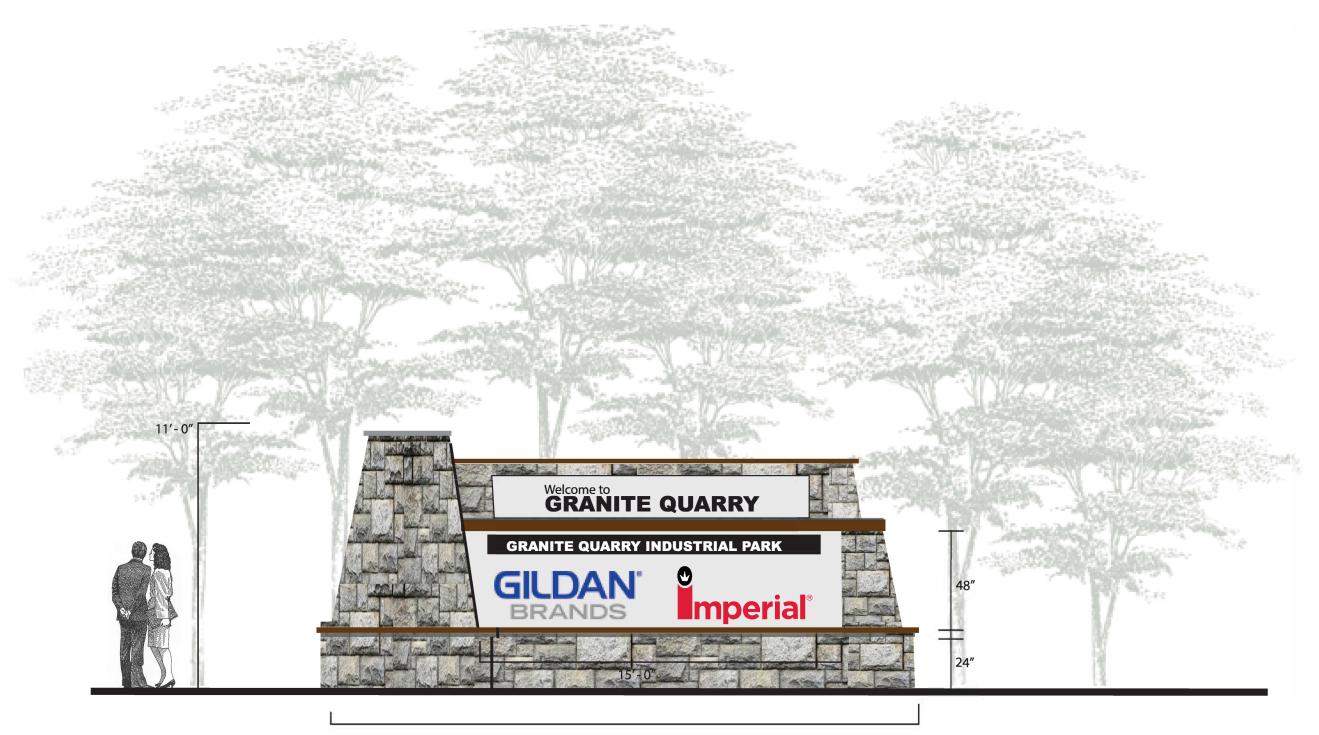




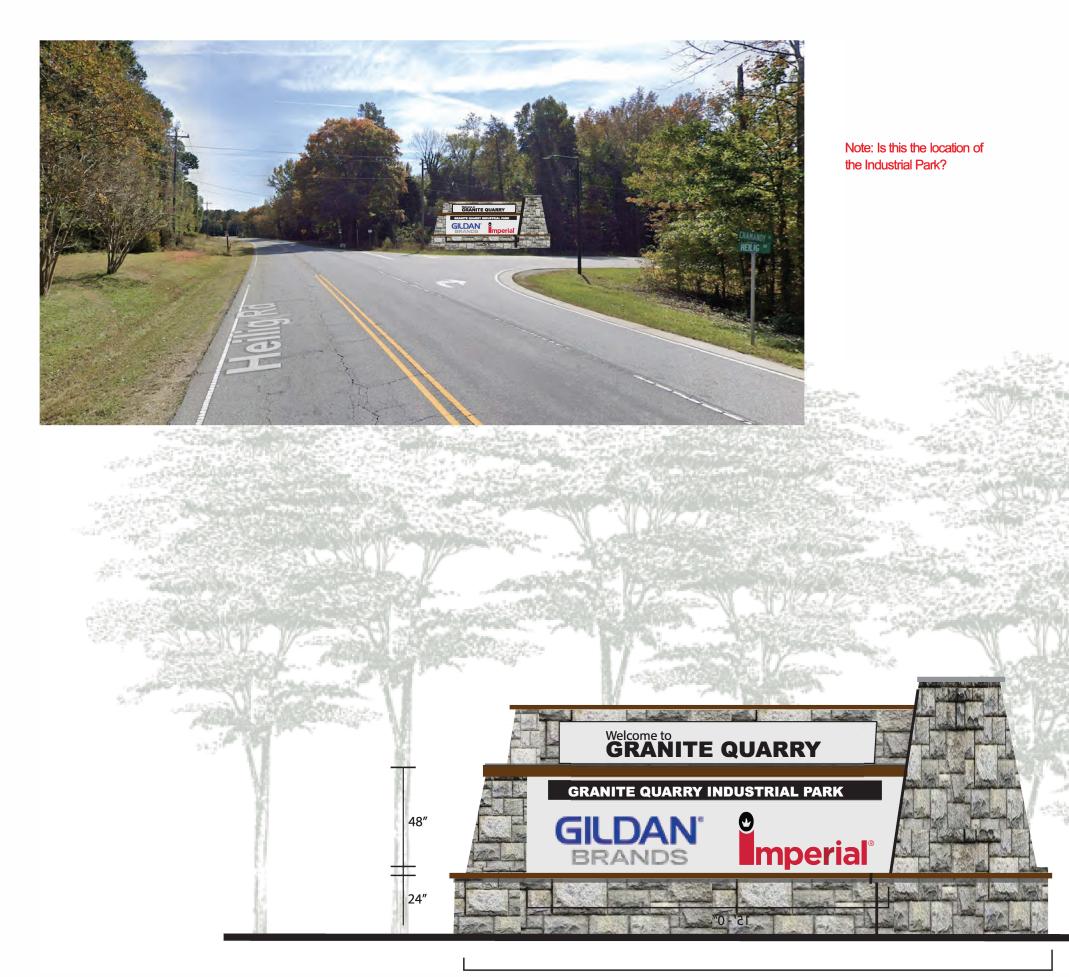


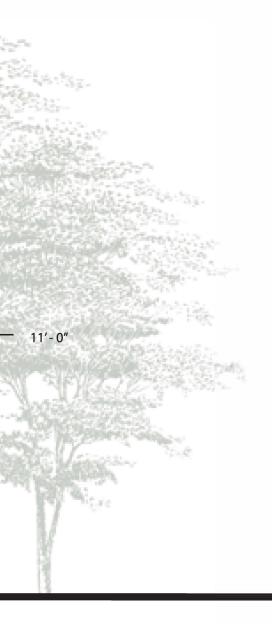
Rowan County, North Carolina

15



24'-0"











China Grove Location N-2 Driving North Sign positioned on Hwy 29 South of Patterson St.



Landis Location LND-11 Driving South Sign positioned on S. Main North of Ryder Road



Rockwell Location 3-8 Driving north sign positioned on Hwy 52 south of Depot St

SUMMARY

TO: Board of Aldermen

FROM: Town Manager Larry Smith

RE: Transformational Projects

DATE: 4/10/2023



To recap: our original Request For Qualifications on Transformational Projects had to be very broad based on the Board's available direction at the time.

- Town Square. We already had a site-specific concept plan for the Town Square / Downtown Streetscape portion that allowed us to provide *some* specifics with regard to scoping that project. The original scope request was to expedite getting us to a concept presentation that we could discuss with our legislator(s).
- Parks. Discussions were still preliminary and varied, so the RFQ explained services on the Parksside would consist of consulting with the Board to help narrow feasible target projects. Aside from <u>very</u> preliminary projects/components estimations, the chosen consultant wouldn't be able to actually scope this portion of the project unless or until the Board could narrow down the priorities it wishes to tackle.

That leads us to basically where we are now.

Attachment A is the updated presentation from Stewart that added likely grant resource targets and their timelines as requested during the last Board discussion (pages 16 and 17 of the presentation).

Staff has continued to work with our new project lead at Stewart to develop potential options that might help the Board move forward.

Attachment B ("Next Steps") is what we came up with.

Attachment C is the draft Scope of Services for completing Option 1 on Attachment B.

Some additional updates:

- There may be some opportunity for us to scale back the scope of especially the Trails project, but at this stage we need Board direction before starting to fine-tune at that level of detail.
- Reiterate that Stewart has to estimate figures conservatively at this stage of the process.
 - However, double checking other projects, construction costs have increased significantly again over this last FY (which we're also seeing with Town budget prep in supplies, etc.); and
 - Square footage estimations are consistent (actually, slightly *lower*) than the rule of thumb our town hall architect cited around this time *last year*.
 - Next step would be going out for competitive bid with options included. The Board would still reserve the right to reject any or all bids, and/or amend the scope even further if needed from there.
- Especially in the absence of established park-specific plan/design guidelines, it would be difficult at best for staff to successfully administer these projects with the desired quality and timeline.

GRANITE QUARRY

Transformational Projects







INTRODUCTION

The four projects below represent options for near-term transformational projects for downtown Granite Quarry. The following pages show project locations, components, preliminary cost estimates and goals of each project.

PROJECT LIST

PROJECT #1: TOWN SQUARE

Long-term, ideal option for the Town Square, including crosswalks, gateway features and signal upgrades. Signal upgrades to include a mast arm at intersection of Salisbury Avenue and East Bank Street. Project also includes underground utilities from East Church Street to East Bank Street. Underground utilities could be placed in sidewalk or along rear of parcels in railroad right-of-way. More study needed to determine feasibility of each option.

PROJECT #2: SALISBURY AVENUE STREETSCAPE IMPROVEMENTS

Upgrade streetscape from East Church Street to East Bank Street. Upgrades would include access management improvements (converting driveway aprons to curb and gutter with sidewalk, addition of plantings, furnishings and potentially a low granite wall to provide consistency with Town Square Improvements, and a widened Sidewalk from Town Hall to East Bank Street. This project would also include an entry feature and plantings at the corner of East Church Street and North Salisbury Avenue to designate the northern entry into Downtown Granite Quarry.

PROJECT #3: CIVIC PARK IMPROVEMENTS

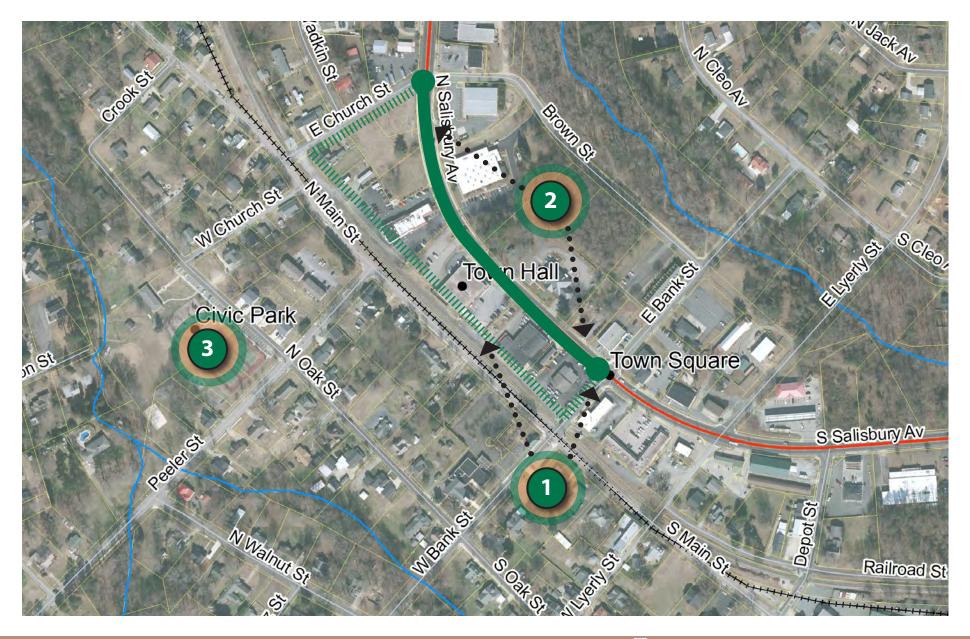
Short-term improvements include repaying the existing parking, converting a town-owned lot across North Oak Street to additional parking, and replacing the internal walking trail with a 10 foot asphalt greenway. Phase I improvements would also include upgrades to the shelter and public bathrooms. A site specific master plan is recommended to determine additional facilities or programming needed at the park (Phase II improvements).

COST SUMMARY

1 Town Square Improver		Town Square Improvements*	\$5.5 - 8.5 million
	2	Salisbury Avenue Streetscape Improvements	\$1,057,000
	3	Civic Park Improvements	\$1,179,300

*Cost estimate assumes undergrounding utilities along Salisbury Avenue from Church Street to Bank Street. Feasibility study is recommended to determine options and refine cost estimates for this task.

PROJECT OVERVIEW MAP







TOWN SQUARE

RECOMMENDED IMPROVEMENTS

The intersection of Salisbury Avenue and East Bank Street is the heart of downtown Granite Quarry. It is the only signalized intersection and serves as a southern gateway to town. This project includes safety, visual and functional upgrades to this intersection. Project components include the addition of crosswalks, entry features and signal improvements.

CROSSWALKS

Existing painted crosswalks will be replaced with stamped concrete or paver crosswalks. Color and texture will better delineate the pedestrian crossing, slow traffic and improve safety. The project will also include pedestrian actuated (push button) signals.

SIGNAL IMPROVEMENTS AND UNDERGROUND UTILITIES

Signal improvements will include an upgrade from the existing failing wood poles to mast arms at the intersection of Salisbury Avenue and East Bank Street. Sight lines will be improved and a flashing yellow will be added for left turning vehicles. The project will also include a ground mounted signal cabinet with mural / painting wrap and the addition of oversized / decorative street name signs. The project also includes underground utilities from East Church Street to East Bank Street. Utilities could be placed in sidewalk or along rear of parcels in railroad right-ofway. More study is needed to determine feasibility of each option.

ENTRY FEATURE

Existing concrete block planters will be replaced with a large entry feature with 18" granite block planters with 1.5" thick granite coping stone. Granite "outcroppings" will provide height and a backdrop to planter. On remaining sides of the intersection a granite wall will replace existing concrete planters. A planting bed with up-lighting will be placed in front of the granite wall.

PROJECT INFORMATION

LOCATION

Intersection of Salisbury Avenue and East Bank Street

PROJECT TYPE

Intersection Upgrade

KEY IMPROVEMENTS

- Crosswalk upgrade including stamped concrete and high visibility crosswalk striping
- Addition of gateway / entry features
- Signal upgrades including pedestrian signals, ground mounted signal cabinet with mural/painting, mast arm with decorative / oversized street signs.
- Underground utilities between East Bank Street and Church Street along Salisbury Avenue or along railroad corridor behind buildings.

COST SUMMARY

Site & Subsurface Utilities Survey	\$25,000
Signal Upgrades	\$300,000
Crosswalk Improvements	\$42,000
Gateway / Entry Features	\$142,000
Underground Utilities	\$5-8 million
TOTAL	\$5.5-8.5 million

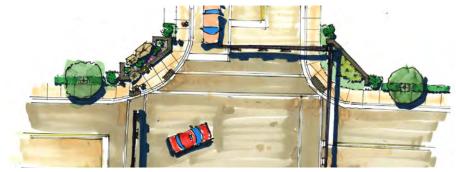
PROJECT LOCATION MAP



CONCEPTS / PRECEDENTS



GRANITE BLOCK PLANTERS W/ GRANITE SLAB COPING



PLAN VIEW SKETCH



MAST ARM PRECEDENT

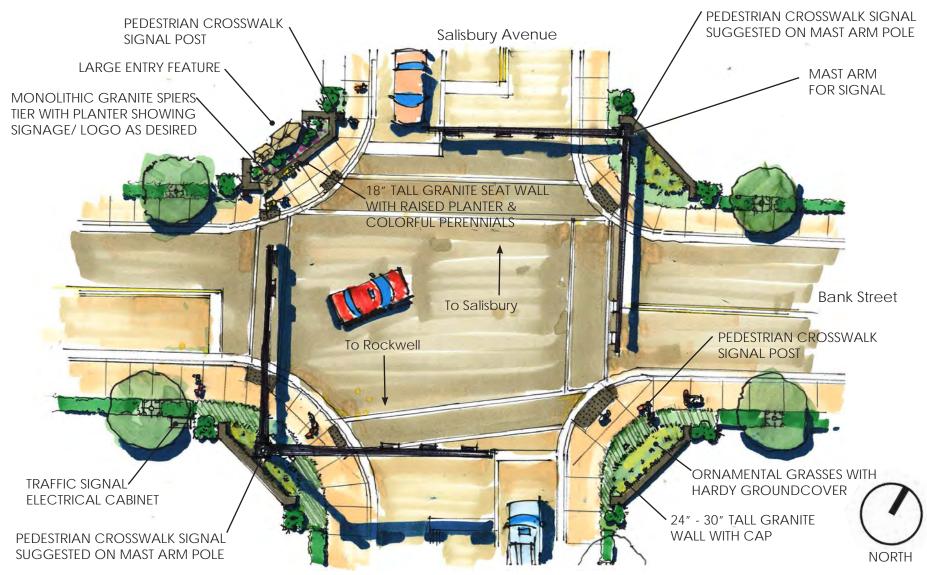


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TOWN SQUARE

PLAN VIEW SKETCH



DESIGN DECISIONS & NEXT STEPS

DESIGN DECISIONS

- Refine design for crosswalk (stamped concrete painted to resemble granite pavers or granite pavers)
- Final design of entry features
- Select plantings
- Design signal cabinet wrap

NEXT STEPS

Next steps for all projects are included on page 12-15 of this document. Generally each project, or major component, must have a survey, then proceed to final design and permitting, then finally, construction. For the Town Square, the main followup steps are related to the signal improvements and gateway feature / intersection improvements. A key part of the project is determining the solution for removing overhead utilities at the intersection. This will require a feasibility study in coordination with Duke Power.



EXISTING CONDITIONS



GRANITE PAVER OR STAMPED CONCRETE CROSSWALK



7

project descriptions

SALISBURY AVENUE STREETSCAPE

RECOMMENDED IMPROVEMENTS

This project includes upgrades to the Salisbury Avenue streetscape between Church Street in the north and East Bank Street in the south. Upgrades include access management improvements at key properties, the addition of landscaping and furnishings and widening existing sidewalk along a portion of the roadway. The project also includes a multi-use path connection between the Town Square and Centennial Park and a gateway/entry feature near Church Street.

ACCESS MANAGEMENT

Consolidation of access and conversion of up to 720 ft of driveway aprons to curb and gutter with sidewalk.

LANDSCAPING, FURNISHINGS AND LIGHTING

Addition of landscaping at the Town Hall property and back of sidewalk where right-of-way allows. Low hedge, decorative grasses and street trees will be complimented with furnishings and pedestrian lighting. Granite block benches and/or low wall could be interspersed with hedges or grasses.

SIDEWALK WIDENING

Expand sidewalk to 6' + from Town Hall to East Bank Street on both sides of Salisbury Avenue, rebuild curbs. Potentially integrate granite block banding against curb to match entry wall / planters at Town Square and granite benches at Town Hall.

GREENWAY CONNECTION TO CENTENNIAL PARK

Design and construct a multi-use path between Salisbury Avenue and Centennial Park at one of two potential locations.

PROJECT INFORMATION

LOCATION

Salisbury Avenue from Church Street to East Bank Street

PROJECT TYPE

Streetscape Upgrade

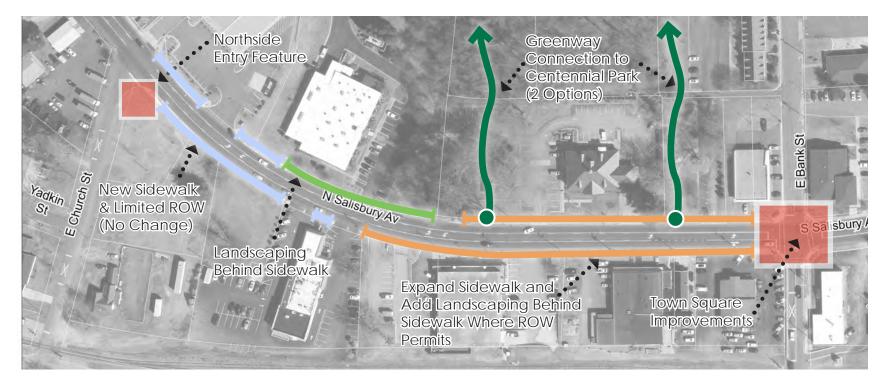
KEY IMPROVEMENTS

- Access management improvements (converting driveway aprons to curb and gutter with sidewalk)
- Landscaping, furnishings and pedestrian lighting
- Incorporation of low granite knee-wall at key locations
- Widening sidewalk from Town Hall, south to Town Square
- Multi-use path connection between Salisbury Avenue and Centennial Park
- Entry / gateway feature on northern side of downtown

COST SUMMARY

Site & Subsurface Utility Survey	\$55,000
Streetscape Improvements	\$804,000
Gateway / Entry Features	\$56,000
Centennial Park Connection	\$142,000
TOTAL	\$1,057,000

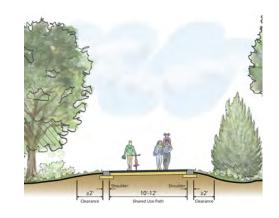
PROJECT LOCATION MAP



CONCEPTS / PRECEDENTS



UPDATED LANDSCAPING AT TOWNHALL



GREENWAY CONNECTION TO CENTENNIAL PARK

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CIVIC PARK UPGRADES

RECOMMENDED IMPROVEMENTS

Civic Park is located in the heart of downtown Granite Quarry and is the site of the annual Granite Fest held each October. This neighborhood park is utilized for a variety of activities and events. Priority upgrades are needed. This project includes upgrades to the park to improve its safety and functionality with its current facilities. These renovations will allow the park to continue to serve the Granite Quarry community until a park master plan can be designed and implemented.

TRAIL RECONSTRUCTION

The existing trails on the site need to be repaved. Some of the trails need to be relocated to remain on the park site and connect to park features. The proposed new trail system would replace all the trails in the park with 8' wide asphalt trails.

STREAM STABILIZATION & BRIDGE

The bridge over the stream will be replaced with a longer bridge that spans the stream outside of its flood banks, approximately 20' long. The banks of the stream will also be stabilized to reduce erosion and flooding issues. The sinkhole along the banks would be repaired during this process.

PARKING

The parking existing on Oak Street will be repaved to provide additional parking for the park, the town-owned property across Oak Street will be developed into a parking lot with +20 additional spaces.

SHELTER RENOVATIONS

The shelter currently provides one mens and one womens singlestall restroom. The adjacent kitchen is rarely utilized by renters. This renovation proposes to remove the kitchen and expand each of the restrooms to provide 3-4 stalls in both the mens and womens restrooms. It is also anticipated that new tables will be installed.

Town of Granite Quarry

PROJECT INFORMATION

LOCATION

Civic Park is located in Downtown Granite Quarry at the intersection of Peeler Street and Oak Street

PROJECT TYPE

Park Facilities Upgrade

KEY IMPROVEMENTS

- Repave existing parking spaces
- New parking lot at the corner of Oak Street and Church Street
- Reconstruction of Walking Trail
- Stream Stabilization
- Shelter Renovations
- Addition of plantings, lighting and furnishings
- Civic Park Specific Master Plan

CIVIC PARK & LEGION BUILDING SITE SPECIFIC MASTER PLAN

A site specific master plan is needed prior to major programming and facility changes. This plan would include both the park site and the American Legion property and building. The plan would include three rounds of community engagement: Idea gathering, draft concept reviews, and final plan input. The plan would clarify relationships with adjacent properties and set forth a plan for the park to serve the community for the next 50+ years. This plan would be grant application ready to assist the Town with funding the renovations.

CONCEPTS / PRECEDENTS

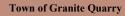


COST SUMMARY

Repave Existing Parking	\$52,500
New Parking Lot	\$163,000
Reconstruction of Walking Trail	\$216,000
Stream Stabilization & Bridge	\$140,000
Shelter Renovation	\$423,400
Plantings, Lighting & Furnishings	\$129,400
Civic Park Specific Master Plan	\$55,000
TOTAL	\$1,179,300

PROJECT LOCATION MAP









NEXT STEPS

1-TOWN SQUARE

SIGNAL IMPROVEMENTS



FEASIBILITY STUDY

IDENTIFY/DESIGNATE FUNDING

- UTILITY COORDINATION WITH DUKE & NORFOLK SOUTHERN TO DETERMINE BEST SOLUTION FOR REMOVING OVERHEAD UTILITIES.
- ► POTENTIAL ON-CALL WITH UTILITY ENGINEERING FIRM TO COORDINATE WITH DUKE.
- SURVEY
 - ► SITE AND SUBSURFACE UTILITY SURVEY
- DESIGN SIGNAL IMPROVEMENTS AND COORDINATE WITH NCDOT FOR APPROVED SIGNAL PLANS.
- WORK WITH TOWN AND SIGNAL CONTRACTOR TO INSTALL SIGNAL UPGRADE AT TOWN SQUARE.
- FINAL SIGNAL INSPECTION WITH NCDOT TO TAKEOVER MAINTENANCE AND OPERATION OF SIGNAL

GATEWAY / INTERSECTION IMPROVEMENTS

- ► IDENTIFY/DESIGNATE FUNDING
- SURVEY (COVERED ABOVE)
- DESIGN
 - ► DD/CD/PERMITTING DRAWINGS
- CONSTRUCTION / CONSTRUCTION ADMIN

TOWN SQUARE NEXT STEPS COSTS

1A	Site & Subsurface Utilities Survey	\$25,000
1B	Design of Signal Upgrades	\$20,000
1C	Underground Utilities Feasibility Study & On-call with Utility Engineering Firm	
1D	Design of Gateway / Intersection Improvements	\$25,000

Signal Improvements Timeline

- Survey: 2-3 months
- Signal Design: 3-4 months from survey in hand to final approved signal plans.
- Underground Utilities Feasibility Study: 3-4 months.
- Fabrication and installation: 12-15 months for fabrication and installation of proposed metal pole signal .
- Inspection: 1 month for signal inspection coordination, meeting, and any required revisions.

Gateway Intersection Imps. Timeline

- Survey: 2-3 months
- Design: 3-4 months
- Construction: 12 month duration with intermittent closers.

2-SALISBURY AVENUE STREETSCAPE IMPROVEMENTS

L. L. F

STREETSCAPE IMPROVEMENTS

- IDENTIFY/DESIGNATE FUNDING
- SURVEY
- CONCEPT DESIGN
 - UPDATE PREVIOUS PLAN / CONCEPTS FOR ROAD BASED ON SURVEY AND OUTCOME OF FEASIBILITY STUDY OF UNDERGROUNDING UTILITIES (PART OF TOWN SQUARE IMPROVEMENTS).
- FINAL DESIGN
 - ► SITE PLAN / CONSTRUCTION DRAWINGS
 - ► EROSION CONTROL PERMITTING
- CONSTRUCTION / CONSTRUCTION ADMIN

CENTENNIAL PARK GREENWAY CONNECTION

- ► IDENTIFY/DESIGNATE FUNDING
- COORDINATE WITH LANDOWNERS ON ROUTE / OPTION
- ► SURVEY
- DESIGN
 - ► SITE PLAN / CONSTRUCTION DRAWINGS
- CONSTRUCTION

STREETSCAPE NEXT STEPS COSTS

2A	Survey	\$55,000
2B	Concept Design	\$70,000
2C	Final Design	\$50,000

Salisbury Avenue Streetscape Imps. Timeline

- Survey: 2-3 months
- Concept Design: 4-6 months
- Final Design & Permitting: 6-8 months
- Construction: 2 Years

CENTENNIAL PARK CONNECTION NEXT STEP COSTS

21	D	Survey	\$20,000
28	E	Design	\$50,000
21	F	Erosion Control / CA / Construction	\$75,000

Centennial Park Connection Timeline

- Survey: 2-3 months
- Design: 4-6 months
- Construction: 10-14 months





3-CIVIC PARK

NEXT STEPS

- IDENTIFY/DESIGNATE FUNDING
- PHASE I IMPROVEMENTS
 - ► REPAVE EXISTING SPACES
 - ► NEW PARKING LOT
 - ► TRAIL RECONSTRUCTION*
 - ► SHELTER RENOVATIONS
- ► SITE SPECIFIC MASTER PLAN
 - ► PUBLIC INPUT ON PRIORITIES
 - CREATE MASTER PLAN AND IDENTIFY FUTURE IMPROVEMENTS / FACILITIES
 - ► APPLY FOR PARTF, LWCF, & OTHER GRANTS



CIVIC PARK NEXT STEPS COSTS

	Phase I Improvements**	
3A	Repave Existing Spaces	\$52,500
3B	New Parking Lot	\$163,000
3C	Trail Reconstruction	\$216,000
3D	Stream Stabilization and Bridge	\$140,000
3E	Shelter Renovations - Convert Kitchen to Restrooms, New Furnishings	\$423,400
3F	Site Specific Park Master Plan	\$55,000

Phase I Improvements Timeline

- Design: 4-6 months
- Construction: 12-16 months

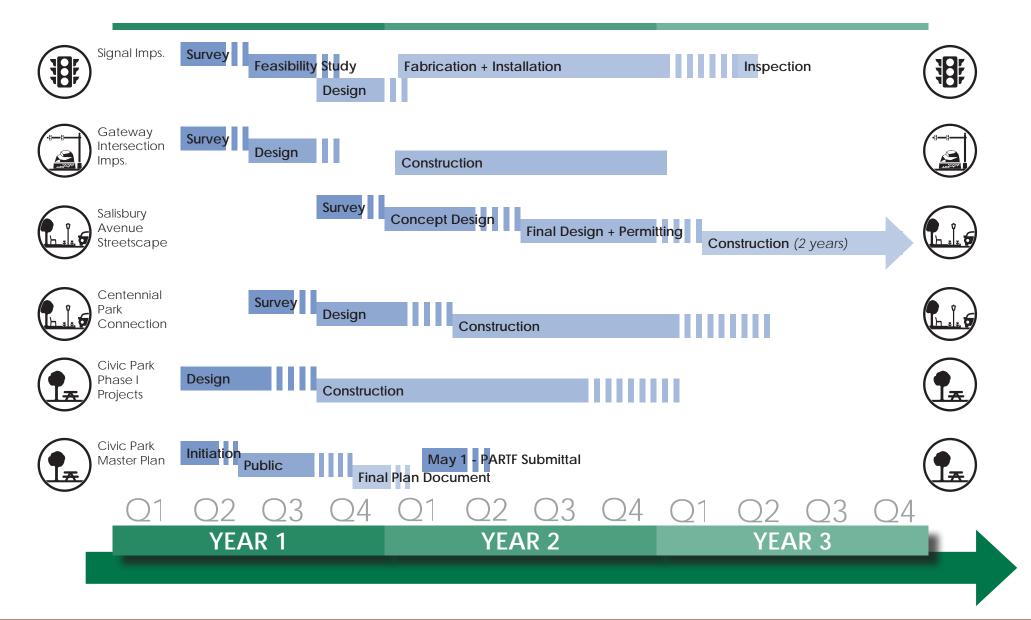
Civic Park Master Plan Timeline

- Project Initiation: 2-3 months
- Public Engagement: 4-6 months
- Final Plan Document: 2-3 months

*There is a potential option that includes the reconstruction of a portion of the existing trail and demolition of remainder which may be less expensive. More staff work would be needed to detail this option.

**Phase I Improvement project cost estimates include anticipated design fees that could be approved prior to approval of construction.

IMPLEMENTATION TIMELINE







GRANT OPPORTUNITIES

PARK AND RECREATION TRUST FUND (PARTF)

The Parks and Recreation Trust Fund (PARTF) provides dollar-for-dollar matching grants to local governments for parks and recreational projects to serve the general public. Counties, incorporated municipalities and public authorities, as defined by G.S. 159-7, are eligible applicants. A local government can request a maximum of \$500,000 with each application. An applicant must match the grant dollar-for-dollar, 50% of the total cost of the project, and may contribute more than 50%. The appraised value of land to be donated to the applicant, such as Scott Pope's land donation for Pope Park can be used as part of the match. The value of in-kind services, such as volunteer work, cannot be used as part of the match.

PARTF receives application annually on May 1st.

For more information, visit https://www.ncparks.gov/about-us/grants/parks-and-recreation-trust-fund

LAND AND CONSERVATION FUND (LWCF)

The Land and Water Conservation Fund (LWCF) has historically been a primary funding source of the US Department of the Interior for outdoor recreation development and land acquisition by local governments and state agencies. This grant provides a 1:1 matching funds ratio with a maximum award of \$500,000. In North Carolina, the program is administered by the Division of Parks & Recreation.

Applications are accepted in muliple cycles each year.

For more information, visit https://www.ncparks.gov/about-us/grants/land-and-water-conservation-fund

ACCESSIBILITY FOR PARKS GRANT (AFP)

The Accessibility for Parks Grant, or AFP, focuses on providing funding to projects that will improve public facilities for children and veterans with disabilities. The program is a 1 to 5 grant for local municipalities in North Carolina, providing a maximum award of \$500,000. The matching funds must be applied towards constructing new or adapting existing facilities to be inclusive and meet the "unique needs of children and veterans with physical and developmental disabilities."

Applications are due on November 1st each year.

For more information, visit https://www.ncparks.gov/about-us/grants/accessibility-parks-grant

N. C. COMPLETE THE TRAILS PROGRAM (CTF)

The N. C. Complete the Trails Program (CTF) is a new grant program created by the NC Legislature in 2022. The \$29.25 million dollar funds have been designated for small communities to develop trails which will connect the communities to state trails. Municipalities cannot apply for these funds directly as they must be distributed to a non-profit partner whom has a Memorandum of Understanding with the NC Division of Parks and Recreation. Sections of the Great Trails State Plan are within Mebane and should qualify for this program.

For more information, visit https://trails.nc.gov/state-trails/nc-complete-trails-program

RECREATIONAL TRAILS PROGRAM GRANT (RTP)

The Division of Parks and Recreation, the North Carolina Trails Program and the North Carolina Trails Committee value trail projects that are legal, safe, managed and provide connectivity, reasonable public access and parking. The Trails Program staff are ready, willing and available to assist in all phases of the application process of projects that are construction ready for grant funding. These sustainable, "shovel-ready" projects leverage local funds to meet recreational trail and trail-needs, in an effort to provide low infrastructure economic development opportunities through natural resource tourism. The Trails Program staff are also available to assist applicants with conceptual projects, in order to meet the technical requirements of an RTP Grant before applying.

Applications are due in February each year.

For more information, visit <u>https://trails.nc.gov/trail-grants/apply-grant</u>

FLOOD MITGATION PROGRAM [GOLDEN LEAF FOUNDATION]

The Golden LEAF Foundation is provided funds from the State of North Carolina; the Flood Mitigation Program is one of the avenues of used by the Foundation for distrubuting these funds. This grant supplies funds to local municipalitied for projects which implement stormwater infrastruction which will reduce flooding and mitigate agains future flooding. These funds can be used for expense related to planning and engineering of these solutions. The grant funds cannot be used for land aquistion, stream debris removal, buildings, generators, or other infrastructure projects.

Applications are being accepted on a rolling basis.

For more information, visit<u>https://www.goldenleaf.org/mitigation/</u>





Next Steps

Move Forward

Civic Park Phase 1 Improvements

- New Parking Lot (overflow)
- *Repave/accessibility (existing)*
- Trails reconstruction

Options:

- Option 1: Go to bid for all 3 projects as-is (~\$575k)
- Option 2: Go to bid for New Parking Lot & Repairing Only (~\$215k)
- Option 3: Do some design/survey work up front to refine project/cost estimates (~\$50k)

Potential to Move Forward

Town Square / Streetscape

- Town Square Survey
- Signal Design
- Underground Utilities Feasibility Study (currently in Duke review)
- Streetscape Concept Design

Civic Park

• Site Specific Master Plan

Centennial Park Trail Connection

• Survey, Design, Construction

Future (Waiting on Precursor or Funding)

Town Square

• Final Design & Construction

Streetscape Improvements

• Final Design & Construction

Civic Park

• Phase 2 Improvements (to be determined by site master plan)



Charlotte – Uptown T 704.334.7925 F 704.334.7926 101 N. Tryon Street Suite 1400 Charlotte, NC 28202

March 30, 2023

Larry Smith Town Manager, Granite Quarry 143 N. Salisbury Avenue Granite Quarry, North Carolina 28146

RE: Proposal – Civic Park Improvements

Dear Mr. Smith,

STEWART is pleased to provide you with this proposal for Professional Services associated with Civic Park Improvements located in your town, Granite Quarry, North Carolina. This is an exciting project as you move from planning to implementation of your transformational projects. We appreciate the opportunity to work with you in this regard.

The enclosed proposal is inclusive of the necessary services to meet your desired scope of work. We have provided a detailed outline of our project understanding, scope of work and proposed compensation. If, upon review, you have any questions, we would be happy to discuss them with you and make any appropriate revisions to the scope and fees. Stewart looks forward to a collaborative relationship with you and the entire consultant team as we endeavor to successfully achieve the vision and expectations of the project.

This document may serve as a Client-Consultant Agreement. Included in the agreement are the standard Hourly Rate Schedule and Conditions of the Agreement. If this proposal is acceptable, please execute and return a copy of the Agreement <u>and the enclosed Project Information Form</u> to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. We have coordinated with Jake Petrosky on this scope of services. If you have any questions, please reach out to us for discussion.

Respectfully submitted:

Tedd Duncan, PLA Studio Leader, Landscape Architecture

Attachments:

- 1. Exhibit A Conditions of the Agreement
- 2. Exhibit B Project Limits
- 3. Project Information Form (to be returned with signed agreement)



PROJECT UNDERSTANDING:

The Town of Granite Quarry (Client) wishes to contract with Stewart to provide Landscape Architecture and Civil Engineering professional services (site design) for a series of improvements at Civic Park in Granite Quarry, NC. Stewart understands the project budgets have been established and the project area to be generally located in the vicinity of 202 Peeler Street, refer to Exhibit B – Project Limits for specific area of work.

Civic Park is located in the heart of downtown Granite Quarry and is the site of the annual Granite Fest held each October. This neighborhood park is utilized for a variety of activities and events. This project includes two components: Parking Improvements at Oak Street with approximately 20 parking spaces with restriped existing head-in parking and design coordination for Trail Reconstruction.

Stewart understands that we will be required to:

- Prepare drawings in 2-dimensional AutoCAD and pdf format
- Adhere to National and State codes and the Town of Granite Quarry UDO
- Attend bi-weekly project team meetings
- Work with the Client's staff and design team

Stewart understands that we will be responsible for the following review and permitting processes required by the Town of Granite Quarry for the project:

- Demolition Permit
- Site Plan Review Permit
- Driveway Permit

SCOPE OF SERVICES

Task 1 – Parking Improvements

This scope of work includes a design survey, development of a new parking lot at the corner of Oak Street and Church Street near Civic Park, stripping design for existing head-in parking following repaving, and design guidance for the accessible parking spaces and ramp.

Stewart will provide the necessary Due Diligence with the appropriate governmental regulatory agencies, client, and their consultants. Our scope includes:

- 1. Meet with the appropriate regulatory and review agencies to discuss the proposed improvements, requirements, and coordination of connecting into existing utilities.
- 2. Confirm the entitlement process.
- 3. Provide site analysis for topographic constraints, accessibility, site access and circulation, and stormwater requirements.

Stewart will utilize the conceptual site plan developed in the Transformational Projects study to develop full construction documents for the project. Specifications will be incorporated into the design documents. Stewart will coordinate lighting by the Town and/or Duke Energy.

The documents will include the following:

- 1. Existing conditions plan
- 2. Demolition plan
- 3. Site Plan for parking lot and accessible ramp improvements
- 4. Erosion control plan
- 5. Grading and drainage plan
- 6. Parking striping plan
- 7. Details



8. Landscape plan

Stewart will review plans with the Client at 50% Completion and 100% Completion for review submittal. Stewart will submit plans for review, make modifications to address review comments, and obtain approval for permitting of the project.

Two site meetings and two virtual meetings are included in this scope of work.

Task 2 – Trail Reconstruction Recommendations

This scope of work addresses the planned repaving/reconstruction of the existing trails network within Civic Park. Trails are planned for upgrading in their current locations to 8' wide asphalt pavement under a separate construction contract.

In support of that work, Stewart will provide an analysis and evaluate the existing trails network to provide recommendations to the Client to identify the following:

- 1. Trails to be demolished (trails that extend beyond the park site or lack functionality)
- 2. New trail sections (to provide connections to park features)
- 3. Locations for potential lighting upgrades and/or plantings

Stewart will utilize existing trail mapping documents to provide a graphic plan guiding the removal and extension of the trail network.

Two site meetings and one virtual meeting are included in this scope of work.

ADDITIONAL SERVICES

Any item not contained in the scope of services or items outlined as exclusions are available from STEWART but will be deemed as an Additional Services. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

COMPENSATION

Stewart agrees to provide professional services as outlined above in the Scope of Services according to the following Lump Sum fee schedule:

DESCRIPTION			FEE
Task 1	Parking Improvements	Lump Sum	\$28,000
	Design Survey	Allowance	\$14,000
Task 2	Trail Recommendations	Lump Sum	\$7,550
	Expenses	Allowance	\$250
	TOTAL FEE		\$49,800

(signatures on the following page)



APPROVAL:

STEWART	Town of Granite Quarry
Tedd Duncan, PLA	Larry Smith
Print Name	Print Name
Vice President	Town Manager
Title	Title
Signature	Signature
March 30, 2023	
Date	Date

CLIENT RESPONSIBILITIES:

It shall be the responsibility of the Client to provide the following items:

- Provide access to the site (if applicable);
- Provide trails mapping documents suitable for use in Task 2;
- Provide reasonable advanced notice of scheduled meetings;
- Provide decisions on critical issues as necessary in a timely manner;
- Payment of all invoices per Conditions of the Agreement.

ASSUMPTIONS & EXCLUSIONS:

Our Scope of Services and fee proposal is based on the following **assumptions**:

- 1. Additional site visits requested by the Client, Owner or contractor beyond what is included in the scope of work will be invoiced at \$600 per visit and will include travel, field observations, and preparation of a field report.
- 2. No liability is assumed for the accuracy of other consultant's work (i.e., Architect, Testing Agency, etc.) or information provided by others used in the production of our documents;
- 3. Site hardscape/landscape and civil plans will be prepared and issued for the entire project. Neither design related to project phasing nor phased submissions will be required. Any phasing required related to landscape architecture and civil engineering will be an additional service;



- 4. Pedestrian and Traffic Management Plans will be provided as required by the municipality for necessary work within the public rights-of-way only. Contractor will provide Pedestrian and Traffic Management Plans for implementation during construction;
- 5. The Client will engage a contractor or estimator to evaluate the entire site for earthwork calculations to be used for pricing, bidding and construction;
- 6. There are not any known environmental conditions (contaminated soil, ground water, etc.) that would affect the development of the project;
- 7. No endangerment or threatened species are present on the site that would affect the development of the project;
- 8. The owner will pay all regulatory permitting/filing/recording and development impact fees, either directly or as a reimbursable expense if Stewart agrees to advance payment to regulatory agencies as a convenience to the owner for expediting the project approval.

The following items are specifically excluded from the Scope of Services but can be provided as an additional service and under separate proposal. Additionally, any items not listed in the Assumptions or Scope of Work above shall be considered excluded from this agreement.

- 1. Detailed trail design services;
- 2. Electrical Engineering and photometry for site lighting;
- 3. Geotechnical Engineering;
- 4. Subsurface Utility Engineering (SUE);
- 5. Construction Surveying;
- 6. Existing conditions, topographic and boundary surveying beyond that noted in Task 1;
- 7. Platting;
- 8. Private utility location;
- 9. Detailed (beyond code minimum) landscape architecture, site design and construction documentation for areas not included in the Scope of Services above;
- 10. Design and Structural Engineering of site retaining walls or other site elements;
- 11. Irrigation design and installation;
- 12. Signage and wayfinding design.





ATTACHMENT – 2

STEWART

Project Billing Information

<u>SECTION I: EXISTING CLIENT – PLEASE COMPLETE SECTION I ONLY (NEW CLIENT GO TO</u> <u>SECTION II)</u>

Is there any change to the invoice requirements or contact information for this project **Yes___ No___** If yes, identify any changes below:

Existing Client Name:

Change in Address: _____

Change in Phone #: _____

Change in Billing Contact: _____

Specific invoicing requirements:

SECTION II: NEW CLIENT- PLEASE COMPLETE ALL FIELDS

New Client Name (as it should appear on the invoice):

New Client Billing Address: _____

Business Phone #: _____

Please provide a Billing contact (or equivalent) for accounting to contact with any questions regarding an invoice:

Name:		 	
Email:		 	
Phone #	#:		

Invoice Requirements

- 1. Is a PO number required on invoice? Yes_ No_ If yes, PO # is: _____
- 2. Is a Client Project # required on invoice? Yes_ No_ If yes, Project # is: _____
- 3. Is a lien waiver required for payment of invoice? **Yes___ No___** (If yes please provide template)

4. Is additional backup documentation or reporting required with invoice? **Yes___ No___** If yes, Town of GpaleaasQudesscribe: Page 103 5. Are there any other specific requirements needed for invoices? **Yes___ No___** If yes, please describe:

ACH is the requested method of payment

PNC Bank, PO Box 826784 Philadelphia, PA 19182-6784

Routing#: 021052053

Account #: 74068236

Questions? - Please email accountsreceivable@stewartinc.com



ATTACHMENT - 1 <u>STEWART ENGINEERING, INC.</u> <u>General Conditions</u> (As of March 1, 2022)

1.01 Standard of Care

A. The standard of care of all professional services performed or furnished by Stewart under this Agreement will be performed with the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a reputable professional under similar circumstances practicing in the same or similar locality and shall conform to professional standards.

2.01 Additions/Change to Scope of Services

A. Change orders, whether reflecting a reduction or increase in contract price, shall be submitted to Stewart in writing and requires Stewart's written approval prior to services being performed.

3.01 Payment

- A. Invoices: Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of the phase of service or on a monthly basis. Invoices are due net 30 days. If Client fails to make any payment due Stewart for Services, extra services, or expenses within thirty (30) days after receipt of Stewart's invoice, then Stewart may, after giving three days written notice to Client, suspend Services under this Agreement until Stewart has been paid in full all amounts due for Services, extra services, expenses, and other related charges. Client waives any and all claims against Stewart for any such suspension.
- B. *Payment:* As compensation for Stewart providing or furnishing Services and extra services, Client shall pay Stewart as set forth herein. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Stewart in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated for cause:
 - By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Stewart for its Services shall constitute a substantial failure to perform and a basis for termination.
 - 2. By Stewart:
 - a. upon seven days written notice if Client demands that Stewart furnish or perform services contrary to Stewart's responsibilities as a licensed professional: or
 - b. upon seven days written notice if Stewart's Services are suspended for more than 30 days for reasons beyond Stewart's control.
- B. Stewart shall have no liability to Client on account of a termination for cause by Stewart.



- C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1 if the party receiving such notice begins, within three days of receipt of such notice, to correct its substantial failure to perform, proceeds diligently to cure such failure, and does cure such failure within no more than 14 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 14-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 30 days after the date of receipt of the notice.
- D. The Agreement may be terminated for convenience by either party upon 14 days written notice.
- E. In the event of any termination under Paragraph 4.01.D, Stewart will be entitled to invoice Client and to receive full payment for all Services and extra services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and extra services, Stewart's consultants' charges, if any, and any other reasonable costs incurred by Stewart as a result of such termination.

5.01 Indemnification and Insurance

- A. The Client shall indemnify and hold harmless Stewart and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) (collectively the "Claims") to the extend the Claims are proximately caused by a) Client's breach of contract, b) any negligent, reckless, or intentional act or omission of Client or Client's subcontractors, agents, or employees or c) any violation of applicable statutes or regulations by Client or Client's subcontractors, agents, or employees.
- B. Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) (collectively the "Claims") to the extent the Claims are proximately caused by a) Stewart's breach of contract, b) any negligent, reckless, or intentional act or omission of Stewart or Stewart's subcontractors, agents, or employees or c) any violations of applicable statutes or regulations by Stewart or Stewart's subcontractors, agents or employees, subject to the limitation of liability provisions herein.
- C. Stewart shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall, if requested in writing, issue certificates confirming such insurance to the Client.

6.01 Delay

A. Should completion of any portion of the Services by Stewart be delayed, suspended, or impaired, through no fault of Stewart, then the time for completion of Stewart's Services, and the rates and amounts of Stewart's compensation, shall be adjusted equitably.

7.01 Instruments of Service

A. All documents prepared or furnished by Stewart are instruments of service, and Stewart retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether



or not the Project is completed. Client shall have a limited license to use the documents on the Project, subject to receipt by Stewart of full payment due and owing for all Services and extra services relating to preparation of the documents and subject to the following limitations:

- 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Stewart, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Stewart;
- 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Stewart, as appropriate for the specific purpose intended, will be at Client's sole risk;
- 3. Client shall defend, indemnify and hold harmless Stewart and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Stewart; and such limited license to Client shall not create any rights in third parties.

8.01 Waiver of Consequential Damages

A. To the fullest extent permitted by law, Client and Stewart waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

9.01 *Limitation of Liability*

A. STEWART AND CLIENT AGREE THAT STEWART'S (INCLUDING STEWART'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO \$25,000.00 FOR PROJECTS WITH A TOTAL FEE UNDER \$25,000.00 OR \$250,000.00 FOR PROJECTS WITH A TOTAL FEE OVER \$25,000.00.

10.01 Disputes

A. Any disputes relating to or arising out of this Agreement or Stewart's Services shall be subject to mandatory mediation, which shall be a condition precedent to any form of binding dispute resolution. Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for



later proceedings. The Parties shall select a mutually agreeable mediator for any such dispute and the Parties agree to split the mediator's costs evenly. The Parties may mutually agree to waive mediation.

If such matter relates to or is the subject of a lien arising out of Stewart's performance of services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadline prior to resolution of the matter by mediation or by binding dispute resolution.

- B. Any disputes not resolved by mediation shall be subject to Arbitration administered in accordance with the Uniform Arbitration Act in effect in the State where the Project is located as of the date of this Agreement. If the State where the Project is located does not have a Uniform Arbitration Act, then it shall be administered in accordance with the American Arbitration Association.
- C. This Agreement shall be governed by the laws of the State where the Project is located. The Parties agree that any dispute or other legal action relating to this Agreement shall be conducted only in the country where the Project is located unless otherwise agreed to by the Parties or provided by law.

11.01 General Considerations

- A. Stewart shall not be responsible for any decision made regarding the construction contract requirements including but not limited to contractor means, methods, techniques, sequences, procedures of construction, any application, interpretation, clarification, or modification of the construction contract documents other than those made by Stewart or its consultants, any environmental hazards or pollutants at the Project site, or jobsite safety requirements.
- B. The Client shall not assign this Agreement without first obtaining the written consent of Stewart, and Stewart has no obligation to accept performance of this Agreement from anyone other than Client. Any purported assignment by Client in contravention of the terms of this Paragraph may be voided at Stewart's sole election. In the event Stewart provides written consent to an assignment, Client agrees that prior to the assignment Stewart shall be paid in full for all services performed up to the effective date of the assignment.
- C. A party's non-enforcement of any provision in the Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- D. This Agreement (including any expressly referenced Contract and incorporated attachments) constitutes the entire agreement between Stewart and Client and supersedes all prior written or oral understanding. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Client Initials: _____

Agenda Item Summary Regular Meeting April 10, 2023 Agenda Item 7

Rules of Procedure

 <u>Summary</u>: The Board of Aldermen's review of the drafted Rules of Procedure has resulted in the following changes after discussion and consensus: <u>Rule 8</u>: There was Board consensus to accept the new section (d) "(d) Rules of Procedure. At the next regularly scheduled monthly meeting following the organizational meeting the Board shall review these Rules of Procedure and decide if any revisions are necessary." 	Motion Made By: Jim Costantino John Linker Doug Shelton Jeff Cannon Second By:		
 <u>Rule 10</u>: the word "unanimously" was added to section (d) per Attorney Short's request. <u>Rule 13(a)(4)</u>: The phrase "twelve days" was corrected to "five days" to correct an error. The phrase "with all supporting documents" was added after "regular monthly meeting agendas and agenda packages". <u>Rule 16</u>: 	Jim Costantino		
 "unfinished business" was changed to "old business" "guest presentations" were added after "public hearings" The "committee reports" bullet will remain in the list. <u>Rule 20</u>: "[may] [must]" <u>Rule 42</u>: Removed 	For:Jim CostantinoJohn LinkerDoug SheltonJeff Cannon		
 Updated Draft Rules of Procedure Attachment A - 2020-01 Remote Participation Policy Attachment B - 2020-12 Committee Membership Recruiting and Appointment Policy Option for Attachment C – Rules for Public Comment Periods Draft Updated Speaker Slips Resolution 2023-03 to adopt Rules of Procedure for the Board of Aldermen 	Against:Jim CostantinoJohn LinkerDoug SheltonJeff Cannon		
<u>Action Requested:</u> Motion to adopt Resolution 2023-03 to adopt Rules of Procedure for the Board of Aldermen of the Town of Granite Quarry.	In case of tie: Mayor Brittany Barnhardt For Against		

Rules of Procedure for the Board of Aldermen of the Town of Granite Quarry

Part I. Applicability

Rule 1. Applicability of Rules

These rules apply to all meetings of the Town of Granite Quarry's Board of Aldermen. For purposes of these rules, a meeting of the board occurs whenever a majority of the board's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the board's real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half.

Part II. Quorum

Rule 2. Quorum

The presence of a quorum is necessary for the board to conduct business. A majority of the board's actual membership plus the mayor, excluding vacant seats, constitutes a quorum. A member who withdraws from a meeting without being excused by majority vote of the remaining members in attendance is deemed present for quorum purposes.

Part III. Open Meetings

Rule 3. Remote Participation in Board Meetings

No member who is not physically present for a board meeting may participate in the meeting by electronic means except in accordance with a policy adopted by the board. (See Attachment A: Remote Participation Policy 2020-01 adopted 4/3/2020)

Rule 4. Meetings to Be Open to the Public

Except as permitted by Rule 5, all meetings of the board shall be open to the public, and any person may attend its meetings.

Rule 5. Closed Sessions

(a) Motion to Enter Closed Session. The town board may enter a closed session from which the public is excluded only upon a motion duly made and adopted in open session. The motion to enter closed session must cite one or more of the permissible bases for closed session listed in paragraph (b) of this rule. A motion to enter closed session under subparagraph (b)(1) or (b)(2) must contain the additional information specified in those provisions.

(b) Bases for Closed Session. A closed session is permissible under the following circumstances and no others:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of North Carolina or of the United States or that does not constitute a public record within the meaning of Chapter 132 of the General Statutes. The motion to enter closed session must name or cite the law that renders the information confidential or privileged.
- (2)To consult with the town attorney or another attorney employed or retained by the town in order to preserve the attorney–client privilege. If the board expects to discuss a pending lawsuit with its attorney, the motion to enter closed session must include the names of the parties to the lawsuit.
- (3)To discuss matters relating to (a) the location or expansion of industries or other businesses in the area served by the town or (b) the closure or realignment of a military installation. The board may reach agreement in closed session on a tentative list of economic development incentives to be offered in negotiations, but the approval of the signing of any economic development contract or commitment and the authorization of the payment of economic development expenditures must take place in open session.
- (4)To establish or instruct staff or agents concerning the town's position in negotiating the price or other material terms of an agreement for the acquisition of real property by purchase, exchange, or lease.
- (5)To establish or instruct staff or agents concerning the amount of compensation or other material terms of an employment contract.
- (6)To consider the qualifications, competence, performance, character, fitness, or conditions of appointment or employment of a public officer or employee or prospective public officer or employee, except when the individual in question is a member of the town board or other public body or is being considered to fill a vacancy on the town board or other public body. Final action to appoint or employ a public officer or employee must take place in open session.
- (7)To hear or investigate a charge or complaint by or against a public officer or employee. Final action discharging an employee or removing an officer must occur in open session.
- (8)To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (9) To view a law enforcement recording released pursuant to G.S. 132-1.4A.
- (10) On any other basis permitted by law.

(c) Closed Session Participants. Unless the board directs otherwise, the town manager, town attorney, and town clerk may attend closed sessions of the board. No other person may attend a closed session unless invited by majority vote of the board.

(d) Motion to Return to Open Session. Upon completing its closed session business, the board shall end the closed session by adopting a duly made motion to return to open session.

Rule 6. Meeting Minutes

(a) Minutes Required for All Meetings. The board must keep full and accurate minutes of all of its meetings, including closed sessions. To be "full and accurate," minutes must record all actions taken by the board. They should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record discussions of the board,

though the board in its discretion may decide to incorporate such details into the minutes.

(b) Record of "Ayes" and "Noes." At the request of any member of the board, the minutes shall list each member by name and record how each member voted on a particular matter.

(c) General Accounts of Closed Sessions. In addition to minutes, the board must keep a general account of each closed session. The general account must be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The board may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken and the level of detail required for a general account.

(d) Sealing Closed Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed by order of the board or, if the board delegates the authority to unseal to one or more staff members, in accordance with guidelines adopted by the board. The sealed minutes and general account of any closed session may be withheld from public inspection so long as public inspection would frustrate the purpose(s) of the closed session.

Rule 7. Broadcasting and Recording Meetings

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a board meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a board meeting.

(b) Advance Notice. Any radio or television station that plans to broadcast any portion of a board meeting shall so notify the town clerk or town manager/ no later than twenty-four hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a board meeting.

(c) Equipment Placement. The town manager may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a board meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the town manager determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the town manager may require the pooling of the equipment and the personnel operating it.

(d) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the board grants the request, the news media making the request shall pay the costs incurred by the town in securing an alternative meeting site.

Part IV. Organization of the Board

Rule 8. Organizational Meeting; Selection of Mayor Pro Tempore

(a) Scheduling Organizational Meeting. The board must hold an organizational meeting following each general election in which board members are elected. The organizational meeting must be held either (1) on the date and at the time of the board's first regular meeting in December following the election or (2) at an earlier date, if any, set by the incumbent board. The organizational meeting may not be held before municipal election results are officially determined, certified, and published as required by law.

(b) Oath of Office. As the first order of business at the organizational meeting, all newly elected mem-

bers of the board must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution. Each member's oath must be filed with the town clerk. Although a member who is not present for the organizational meeting may take the oath of office at another time, every member must take, subscribe, and file the oath before he or she begins performing any of the duties of the member's office.

(c) Selection of Mayor Pro Tempore. As the second order of business at the organizational meeting, the board shall elect from among its members a mayor pro tempore using the procedures specified in Rule 38. The mayor pro tempore shall serve at the board's pleasure.

(d) **Rules of Procedure.** At the next regularly scheduled monthly meeting following the organizational meeting the Board shall review these Rules of Procedure and decide if any revisions are necessary.

Part V. Types of Meetings

Rule 9. Regular Meetings

(a) **Regular Meeting Schedule.** The board shall hold a regular meeting on the second Monday of each month, except that if a regular meeting day is a legal holiday, the meeting shall be held on the next business day. The meeting shall be held at 143 N. Salisbury Ave. in downtown Granite Quarry and begin at 6:00 p.m. The board shall adopt a meeting schedule each year consistent with this rule. A copy of the board's current meeting schedule shall be filed with the town clerk and posted on the town's website.

(b) Change to Meeting Schedule. Notwithstanding paragraph (a) of this rule, the board may amend its regular meeting schedule to add or delete meetings or to change the date, time, or location of one or more meetings on the schedule. The amended schedule shall be filed with the town clerk at least seven (7) calendar days before the day of the first meeting held pursuant to the revised schedule and posted on the town's website.

Rule 10. Special Meetings

(a) Calling Special Meetings. A special meeting of the board may be called by the mayor, the mayor pro tempore, or any two board members. A special meeting may also be called by vote of the board in open session during a regular meeting or another duly called special meeting.

(b) Notice to the Public. At least forty-eight hours before a special meeting of the board, notice of the date, time, place, and purpose of the meeting shall be (1) posted on the board's principal bulletin board or, if the board has no such board, at the door of the board's usual meeting room and (2) delivered, e-mailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the town clerk. Furthermore, if the board has a website maintained by at least one town employee, notice of the special meeting's date, time, place, and purpose shall be posted on the website in advance of the meeting.

(c) Notice to Members.

(1) *Meeting called by the mayor, the mayor pro tempore, or any two board members.* At least fortyeight hours before a special meeting called by the mayor, the mayor pro tempore, or any two board members, written notice of the meeting stating its date, time, and place, as well as the subjects to be considered, shall be delivered to the mayor and each board member or left at his or her usual dwelling place. (2) *Meeting called by vote of the board in open session.* When a special meeting is called by vote of the board in open session during a regular meeting or another duly called special meeting, the motion or resolution calling the special meeting shall state the meeting's date, time, place, and purpose. Written notice of the special meeting's date, time, place, and purpose shall be mailed or delivered at least forty-eight hours before the meeting to each board member not present for the meeting at which the special meeting was called, and to the mayor if he or she was not present at that meeting.

(d) Transacting Other Business. Even when all members are present or any absent member has signed a waiver, the board may take up an item of business not covered by the notice only if the board first unanimously determines in good faith that the item must be discussed or acted upon immediately.

Rule 11. Emergency Meetings

(a) Grounds for Emergency Meeting. Emergency meetings of the town board may be called only to address generally unexpected circumstances demanding the board's immediate attention.

(b) Calling Emergency Meetings. There are two methods by which an emergency meeting of the board may be called.

- (1) The mayor, the mayor pro tempore, or any two members of the board may at any time call an emergency board meeting by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered. The notice shall be delivered to the mayor and each board member or left at his or her usual dwelling place at least six hours before the meeting.
- (2) An emergency meeting may be held when the mayor and all members of the board are present and consent thereto, or when any absent member has signed a written waiver of notice.

(c) Notice to Media of Emergency Meetings. Notice of an emergency meeting shall be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request with the town clerk for notice of emergency meetings. To be valid, the request must include the newspaper's, wire service's, or station's telephone number. Notice may be given by telephone, email, or the same method used to notify board members. Notice must be provided immediately after board members have been notified and at the expense of the party notified.

(d) Transaction of Other Business Prohibited. Only business connected with the emergency may be considered at an emergency meeting.

Rule 12. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the board may recess the meeting to another date, time, or place by a procedural motion made and adopted, as provided in Rule 31, Motion 3, in open session. The motion must state the time (including the date, if the meeting will resume on a different day) and place at which the meeting will reconvene.

(b) Notice of Recessed Meetings. If the board has a website maintained by one or more town employee, notice of the recessed meeting's date, time, and place must appear on the webpage prior to the meeting. No further notice of a properly called recessed meeting is required.

Part VI. Agenda

Rule 13. Agenda

(a) Draft Agenda.

- (1) *Preparation*. The town manager and/or the town clerk shall prepare a draft agenda in advance of each meeting of the town board.
- (2) *Requesting placement of items on draft agenda.* For a regular meeting, any board member's request to have an item of business placed on the draft agenda must be received by the town manager or the town clerk at least twelve days before the date of the meeting. The manager and/or clerk will consult with the mayor for any direction the mayor may have based on feedback from the board. The mayor is not obligated to direct placing an item on the agenda merely because such a request has been received, since any member may seek board consensus on individual issues during "Board Comments" or request that the Board formally consider adding the item to the agenda during discussion on "Approval of Agenda".
- (3) Supplemental information/materials. If the council is expected to consider a proposed ordinance or ordinance amendment, a copy of the proposed ordinance or amendment shall be attached to the draft agenda. An agenda package shall be prepared that includes, for each item of business listed on the draft agenda, as much background information on the topic as is available and feasible to provide.
- (4) *Delivery to board members*. Each board member shall receive a hard or electronic copy of the draft agenda and the agenda package. In all times possible, regular monthly meeting agendas and agenda packages with all supporting documents shall be furnished to each member five days before the meeting. In cases of emergency or other called meetings, agendas and any potential packages shall be furnished to each member as soon as possible beforehand, but no later than twenty four hours prior to such meetings.
- (5) *Public inspection*. The draft agenda and agenda package shall be available to the public when the documents are ready to be, or have been, circulated.

(b) Adoption of the Agenda.

- (1) *Adoption*. As its first order of business at each meeting, the board shall review the draft agenda, make whatever revisions it deems appropriate, and adopt a formal agenda for the meeting.
- (2) *Amending the agenda*. Both before and after it adopts the agenda, the board may add or subtract agenda items by majority vote of the members present and voting, except that

the board may not add to the items stated in the notice of a special meeting unless the requirements in Rule 10(d) are satisfied and only business connected with the emergency may be considered at an emergency meeting.

(3) Designation of items for "Discussion" or "For Discussion and Possible Action." The board may designate an agenda item "for discussion and possible action." The designation signifies that the board intends to discuss the item and may, if it so chooses, take action on the item following the discussion.

(c) Consent Agenda. The board may designate part of an agenda for a regular meeting as the *consent* agenda. Items may be placed on the consent agenda by the person(s) charged with preparing the draft agenda if the items are judged to be noncontroversial and routine. Prior to the board's adoption of the meeting agenda under subparagraph (b)(1) of this rule, the request of any member to have an item moved from the consent agenda must be honored by the board. All items on the consent agenda must be

voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.

(d) Informal Discussion of Agenda Items. The board may informally discuss an agenda item even when no motion regarding that item is pending.

Rule 14. Acting by Reference to Agenda or Other Document

The board shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document with the intention of preventing persons in attendance from understanding what action is being considered or undertaken. The board may deliberate and vote by reference to the agenda or any item on the agenda, including the consent agenda, provided copies of the agenda are available for public inspection at the meeting and are sufficiently worded to enable the public to understand what is being deliberated or acted upon.

Rule 15. Agenda Items from Members of the Public

If a member of the public wishes to request that the board include an item on its regular meeting agenda, he or she must submit the request to the town clerk and/or town manager by the deadline specified in Rule 13(a)(2). The board is not obligated to place an item on the agenda merely because such a request has been received.

Rule 16. Order of Business

Items shall be placed on a regular meeting agenda according to the order of business. The usual order of business for each regular meeting shall be as follows:

- adoption of the agenda,
- approval of the consent agenda,
- approval of the previous meeting minutes,
- administrative reports,
- committee reports,
- public comments,
- public hearings,
- guest presentations,
- old business, and
- new business.

Without objection, the mayor may call agenda items in any order most convenient for the dispatch of business.

Part VII. Role of the Presiding Officer

Rule 17. The Mayor

(a) Presiding Officer. When present, the mayor shall preside at meetings of the board.

(b) Right to Vote. The mayor may vote only when an equal number of affirmative and negative votes have been cast.

(c) Recognition of Members. A member must be recognized by the mayor (or other presiding officer) in order to address the board, but recognition is not necessary for an appeal pursuant to Rule 31, Motion 1.

(d) Powers as Presiding Officer. As presiding officer, the mayor is to enforce these rules and maintain order and decorum during board meetings. To that end, the mayor may

- (1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes;
- (2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground;
- (3) entertain and answer questions of parliamentary procedure;
- (4) call a brief recess at any time; and
- (5) adjourn in an emergency.

(e) Appeals of Procedural Rulings. A member may appeal a decision made or answer given by the mayor under subparagraph (d)(1), (2), or (3) in accordance with Rule 31, Motion 1.

Rule 18. The Mayor Pro Tempore

(a) **Presiding in Mayor's Absence.** When present, the mayor pro tempore shall preside over board meetings in the mayor's absence with all the powers specified in Rule 17(d).

(b) Delegation of Mayor's Powers/Duties. In the mayor's absence, the board may confer on the mayor pro tempore any of the mayor's powers and duties. Likewise, if the mayor becomes physically or mentally unable to perform the duties of his or her office, the board may by unanimous vote declare the mayor incapacitated and confer any of the mayor's powers and duties on the mayor pro tempore. When the mayor announces that he or she is no longer incapacitated, and a majority of the board concurs, the mayor shall resume the exercise of his or her powers and duties.

(c) Duty to Vote. Even when presiding over a board meeting, the mayor pro tempore has the same duty as other members to vote on all questions unless he or she has been excused from voting on a matter in accordance with Rule 28.

Rule 19. Other Presiding Officer

If both the mayor and mayor pro tempore are absent, the board may elect from among its members a temporary presiding officer to chair the meeting. While serving as temporary presiding officer, a member has the powers listed in Rule 17(d). Service as a temporary presiding officer does not relieve a member of the duty to vote on all questions unless excused from voting pursuant to Rule 28.

Rule 20. When the Presiding Officer Is Active in Debate

If the mayor becomes active in debate on a particular proposal, he or she may have the mayor pro tempore preside during the board's consideration of the matter. If the mayor pro tempore is absent or is also actively debating the matter, the mayor may designate another member to preside until the matter is concluded. Similarly, if the mayor pro tempore or a temporary presiding officer is presiding and takes an active part in debating a topic, he or she may designate another board member to preside temporarily.

Part VIII. Motions and Voting

Rule 21. Action by the Board

Except as otherwise provided in these rules, the board shall act by motion. Any member may make a motion, not including the mayor.

Rule 22. Second Required

A second is required on every motion, with the exception of a point of privilege, a point of order, or a request for information.

Rule 23. One Motion at a Time

A member may make only one motion at a time.

Rule 24. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or the presiding officer has put the motion to a vote.

Rule 25. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.
- To the extent practicable, the debate shall alternate between proponents and opponents of the measure.

Rule 26. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

Rule 27. Changing a Vote

A member may change his or her vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change his or her vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Rule 28. Duty to Vote

(a) Duty to Vote. Every board member must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to board members. Members may also be excused from voting when prohibited from voting under G.S. 14-234 (contract providing direct benefit to member), G.S. 160D-109(a) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or G.S. 160D-109(d) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Questions about whether a basis for excusal exists should be directed to the town attorney.

(c) Procedure for Excusal.

- (1) *At member's request.* Upon being recognized at a duly called meeting of the board, a member who wishes to be excused from voting shall so inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
- (2) *On board's initiative*. Even when a member has not asked to be excused from voting on a matter, a majority of the remaining board members present may by motion and vote excuse the member from voting if grounds for doing so exist under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. Except as specified in paragraph (e), if a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided

- (1) the member is physically present in the board room or
- (2) the member has physically withdrawn from the meeting without being excused by majority vote of the remaining members present.

(e) Failure to Vote on Certain Zoning Matters. A member's unexcused failure to vote shall not be recorded as an affirmative vote if the motion concerns a proposal to amend, supplement, or repeal a zoning ordinance. Instead, the member's unexcused failure to vote shall be recorded as an abstention.

Rule 29. Voting by Written Ballot

(a) Secret Ballots Prohibited. The board may not vote by secret ballot.

(b) Rules for Written Ballots. The board may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the town clerk's office immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 30. Substantive Motions

A substantive motion is not in order if made while another motion is pending. Once the board disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting, unless it first adopts a motion to reconsider pursuant to Rule 31, Motion 14.

Rule 31. Procedural Motions

(a) Certain Motions Allowed. The board may consider only those procedural motions listed in this rule.

Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- any procedural motion other than an appeal under Motion 1 is subject to amendment as provided in Motion 12, and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 9.

When several procedural motions are pending, voting must begin with the procedural motion highest in priority, provided that a motion to amend or end debate on the highest priority motion must be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. It is not in order if the board is in closed session.

Motion 3. To Recess to a Time and Place Certain. This motion may be used to call a recessed meeting as permitted under Rule 12. The motion must state the time (including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the board is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to at least two-thirds of the board's actual membership, excluding vacant seats and not counting the mayor if the mayor votes only in case of a tie. The board may not suspend provisions in these rules that are required under state law.

Motion 7. To Divide a Complex Motion. This motion is in order whenever a member wishes to consider and vote on parts of a complex motion separately. The member who makes this motion must specify how the complex motion will be divided.

Motion 8. To Defer Consideration. The board may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the board votes to revive it pursuant to Motion 13 within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 9. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 10. To Postpone to a Certain Time. This motion may be employed to delay the board's con-

sideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 11. To Refer a Motion to a Committee. The board may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6. If the committee fails to report on the motion within 60 days of the referral date, the board must take up the motion if asked to do so by the member who introduced it.

Motion 12. To Amend.

(a) Germaneness. A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) Limit on Number of Motions to Amend. When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

(c) Amendments to Ordinances. Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.

Motion 13. To Revive Consideration. The board may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 8, provided it does so within 100 days of its vote to defer consideration.

Motion 14. To Reconsider. The board may vote to reconsider its action on a matter, provided the motion to reconsider is made (a) at the same meeting during which the action to be reconsidered was taken and (b) by a member who voted with the prevailing side. For purposes of this motion, "the same meeting" includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3). The motion is not in order if it interrupts the board's deliberation on a pending matter.

Motion 15. To Rescind. The board may vote to rescind an action taken at a prior meeting provided rescission is not forbidden by law.

Motion 16. To Prevent Reintroduction for Six Months. This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion's defeat. To be adopted, this motion must receive votes equal to at least two-thirds of the board's actual membership, excluding vacant seats and not counting the mayor, unless the mayor may vote on all questions. If this motion is adopted, the ban on reintroduction remains in effect for six months or until the board's next organizational meeting, whichever occurs first.

Part IX. Ordinances and Contracts

Rule 32. Introduction of Ordinances

For purposes of these rules, the "date of introduction" for a proposed ordinance is the date on which the board first votes on the proposed ordinance's subject matter. The board votes on the subject matter of a proposed ordinance when it votes on whether to adopt or make changes to the proposed ordinance.

Rule 33. Adoption, Amendment, and Repeal of Ordinances

(a) Adoption of Ordinances.

- (1) *Proposed ordinances to be in writing*. No proposed ordinance shall be adopted unless it has been reduced to writing and distributed to members before a vote on adoption is taken.
- (2) Adoption on date of introduction. To be approved on the date of introduction, a proposed ordinance or any action having the effect of an ordinance must receive affirmative votes equal to at least two-thirds of the board's actual membership, excluding vacant seats and not counting the mayor, unless the mayor has the right to vote on all questions before the board.
- (3) Adoption after date of introduction. To be approved after the date of introduction, a proposed ordinance or any action having the effect of an ordinance must receive affirmative votes equal to at least a majority of all board members not excused from voting on the matter. In calculating the number of affirmative votes necessary for approval, the mayor's vote counts if there is an equal division.

(b) Amendment and Repeal of Ordinances. The same voting requirements that govern the adoption of proposed ordinances also apply to the amendment or repeal of an ordinance.

Rule 34. Adoption of the Budget Ordinance

(a) Special Rules for the Adoption or Amendment of the Budget Ordinance. Notwithstanding any provision in the town charter, general law, or local act,

- (1) the board may adopt or amend the budget ordinance at a regular or special meeting of the board by a simple majority of those members present and voting, a quorum being present;
- (2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the board; and
- (3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any town charter or local act concerning initiative or referendum.

(b) Notice Requirements for Budget Meetings. During the period beginning with the submission of the budget to the board and ending with the adoption of the budget ordinance, the board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law concerning the call of special meetings applies during that period so long as

- each member of the board has actual notice of each special meeting called for the purpose of considering the budget and
- no business other than consideration of the budget is taken up.

(c) No Authority for Closed Sessions. This rule shall not be construed to authorize the board to hold closed sessions on any basis other than the grounds set out in Rule 5.

Rule 35. Approval of Contracts and Authorization of Expenditures

(a) Contracts to be in Writing. No contract shall be approved or ratified by the town board unless it has been reduced to writing at the time of the board's vote.

(b) Approval of Contracts. To be approved or ratified, a contract must receive affirmative votes equal to at least a majority of all board members not excused from voting on the contract, including the mayor's vote in the event of a tie.

(c) Authorization of Expenditure of Public Funds. The same vote necessary to approve or ratify a contract is required for the board to authorize the expenditure of public funds, except when the expenditure is authorized pursuant to Rule 34.

Part X. Public Hearings and Comment Periods

Rule 36. Public Hearings

(a) Calling Public Hearings. In addition to holding public hearings required by law, the board may hold any public hearings it deems advisable. The board may schedule hearings or delegate that responsibility to town staff members, as appropriate, except when state law directs the board itself to call the hearing. If the board delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

(b) Public Hearing Locations. Public hearings may be held anywhere within the town or within the county where the town is located.

(c) Rules for Public Hearings. The board may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups of persons supporting or opposing the same positions,
- provide for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the hall to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(d) Notice of Public Hearings. Any public hearing at which a majority of the board is present shall be considered part of a regular or special meeting. Consequently, the relevant notice and related requirements of the open meetings law, as set out in Rules 9 through 12, apply to such hearings. Some statutes mandate additional notice for particular types of hearings, and such notice must be provided together with notice of the meeting during which the hearing will take place.

(e) Continuing Public Hearings. The board may continue any public hearing without further advertisement to a time and place certain, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session. Except for hearings conducted pursuant to paragraph (g), if a quorum of the board is not present for a properly scheduled public hearing, the hearing must be continued until the board's next regular meeting without further advertisement.

(f) Conduct of Public Hearings. At the time appointed for the hearing, the mayor shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the board for the hearing. Unless the board extends the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not done so, the mayor shall declare the hearing closed, and the board shall resume the regular order of business.

(g) Public Hearings by Less Than a Majority of Board Members. Nothing in this rule prevents the board from appointing a member or members to hold a public hearing on the board's behalf, except when state law requires that the board itself conduct the hearing.

Rule 37. Public Comment Periods

(a) Frequency of Public Comment Periods. The board must provide at least one opportunity for public comment each month at a regular meeting, except that the board need not offer a public comment period during any month in which it does not hold a regular meeting.

(b) Rules for Public Comment Periods. The board may adopt reasonable rules for public comment periods that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups supporting or opposing the same positions,
- provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the public comment period exceeds the capacity of the hall (so long as arrangements are made for those excluded from the hall to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(c) Content-Based Restrictions Generally Prohibited. The board may not restrict speakers based on subject matter, as long as their comments pertain to subjects within the board's real or apparent jurisdiction.

Part XI. Appointments and Appointed Bodies

Rule 38. Appointments

(a) Appointments in Open Session. The board must consider and make any appointment to another body or, in the event of a vacancy on the board, to its own membership in open session.

(b) Nomination and Voting Procedure. The board shall use the following procedure to fill a vacancy in the board itself or in any other body over which it has the power of appointment. The board will set a timeframe to receive applications for the vacancy. The town clerk will compile the applications and present as part of the agenda packet. After the board has reviewed the applications in open session, the mayor shall call the roll of the members, and each member shall cast a vote for his or her preferred nominee. The voting shall continue until a nominee receives a majority of votes cast during a single balloting.

(c) Mayor. The mayor may not vote on appointments under this rule.

(d) Multiple Appointments. If the board is filling more than one vacancy, each member shall have as many votes in each balloting as there are slots to be filled, and the votes of a majority of the total number of members voting shall be required for each appointment. No member may cast more than one vote for the same candidate for the same vacancy during a single balloting.

(e) Duty to Vote. It is the duty of each member to vote for as many appointees as there are appointments to be made, but failure to do so shall not invalidate a member's ballot.

(f) Vote by Written Ballot. The board may vote on proposed appointments by written ballot in accordance with Rule 29.

Rule 39. Committees and Boards

(a) Establishment and Appointment. The board may establish temporary and standing committees, boards, and other bodies to help carry on the work of town government. Unless otherwise provided by law or the board, the power of appointment to such bodies lies with the board.

(b) Open Meetings Law. The requirements of the open meetings law apply whenever a majority of an appointed body's members gather in person or simultaneously by electronic means to discuss or conduct official business. They do not apply to meetings solely among the town's professional staff.

(c) Procedural Rules. The board may prescribe the procedures by which the town's appointed bodies operate, subject to any statutory provisions applicable to particular bodies. In the absence of rules adopted by the board, an appointed body may promulgate its own procedural rules, so long as they are in keeping with any relevant statutory provisions and generally accepted principles of parliamentary procedure.

Part XII. Miscellaneous

Rule 40. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting for which amendment of the rules is one of the meeting's stated purposes. Any amendment to these rules must be consistent with the town charter, any relevant statutes, and generally accepted principles of parliamentary procedure. To be adopted, a motion to amend these rules must be approved by a majority of the board's members, excluding vacant seats and counting the mayor only if the mayor may vote on all questions.

Rule 41. Reference to Robert's Rules of Order Newly Revised

The board shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the mayor shall make a ruling on the issue subject to appeal to the board under Rule 31, Motion 1.

Attachment A



2020-01

REMOTE PARTICIPATION POLICY

The Town of Granite Quarry Board of Aldermen authorizes remote participation in briefings and official meetings of the Board of Aldermen only in Town emergencies, as declared by the Mayor and/or Mayor Pro Tem, subject to the following rules and procedures:

- 1. Remote participation may be used only in limited circumstances. A Board Member desiring to participate in a meeting remotely must assert one or more of the following reasons for being physically unable to attend the meeting:
 - a. Personal illness or disability;
 - b. Employment purposes;
 - c. Family or other emergency;
 - d. To participate in other scheduled Town-related meetings which make it logistically impossible to attend the Board meeting; or
 - e. In times of a national emergency as declared by the President of the United States or a statewide emergency as declared by the Governor of North Carolina.
- 2. Remote participation may be allowed only during open sessions.
- 3. Remote participation shall not be allowed during the following:
 - a. Quasi-judicial hearings; and
 - b. Closed sessions.
- 4. In emergency situations, remote participation will be allowed to establish a quorum pursuant to General Statute 143-318.10(d).
- 5. A Board Member desiring to participate in a meeting remotely must notify the Town Clerk of the need for remote participation at least 24 hours prior to the start of the meeting, unless advance notice is impractical.

- 6. At the start of the official meeting and prior to participating in deliberations, the Mayor shall announce that a Board Member has requested to participate remotely, and the Board may take action to approve.
 - a. A Board Member participating remotely shall participate via teleconference communication and must be fully heard by other members of the Board and any other individuals in attendance at the meeting.
 - i. Use of telephone, internet, or satellite enabled audio or video conferencing, or any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another is necessary. If clear audio is not available, the Board may elect to disallow or discontinue the remote participation.
 - b. Such Board Member shall identify himself or herself and state the reason that he/she is participating remotely.
- 7. A Board Member participating remotely shall be allowed to participate in all open session Board briefing discussions and open session official Board meeting discussions.
- 8. A Board Member participating remotely shall be able to vote on matters allowed under the policy. One or more Board Members may cast the deciding vote(s) on a matter. In this event, the vote(s) shall be ratified by the remotely attending Board Member(s) at the next Town Board meeting at which the member(s) are physically present.
 - a. A Board Member participating remotely shall provide a voice vote which can be heard and recorded if participating by telephone and shall provide a voice and hand vote if participating by video.
- 9. Where practical, a Board Member participating remotely shall be provided with all documents to be considered during the meeting.
- 10. This policy shall also be applicable to all Town of Granite Quarry boards and committees appointed by the Board of Aldermen.

Attachment B



2020-12

COMMITTEE MEMBERSHIP RECRUITING AND APPOINTMENT POLICY

Purpose

The purpose of this policy is to outline the process for recruiting and appointing membership to the Town of Granite Quarry's appointed Boards, Committees, and Commissions, hereinafter referred to simply as "Committees".

Recruitment and Application Process

Current committee members, Board of Aldermen, and Town staff are all encouraged to actively recruit applicants they believe meet the qualifications for a committee and would be a good fit for the diversity and dynamics of that team.

Citizens may serve only two consecutive terms on Boards, Committees, or Commissions unless this limitation is waived by the Board of Aldermen.

- 1. Initial Review. Upon receipt of an application, the Town Clerk or her designee will conduct an initial administrative review of the application, comparing with:
 - Any ordinance requirements for qualifications;
 - The current composition of the applicable committee's membership for diversity of backgrounds and residence locations with a goal of fair representation of the town's jurisdiction.
- 2. Scheduling. The Clerk will include the application along with a summary of that analysis to the applicable committee(s) for consideration at its next regularly scheduled meeting. The Clerk will notify the applicant of the meeting date and time, and that he/she needs to be present for the meeting.
- 3. Committee Review.
 - A. New Applicants. The committee should conduct any new applicant review at the end of its business for that meeting. The committee can then review the application and engage the applicant for any clarification of the application, his/her qualifications or interest in the committee, any feedback about the meeting, and so forth to establish whether the committee feels the applicant would serve well and impartially on the committee.

- B. Reappointments. No later than its regularly scheduled May meeting each year, each committee shall review the status of any members whose terms expire July 31 of that year. For any such members wishing to be reappointed, the committee shall confirm eligibility of those members and make a recommendation for or against reappointment to the Board of Aldermen.
- 4. Recommendation. The committee will discuss and send any recommendations about appointments to the Board of Aldermen for its next regularly scheduled meeting. It can also continue the discussion if further information or time to make a decision is needed. If continued, a recommendation shall be made by no later than at the committee's next regularly scheduled meeting.
- 5. Final Review. The Clerk will include the application, summary, and committee's recommendation to the Board of Aldermen for consideration at its next available regularly scheduled meeting. Appointments to all committees will be made by a majority vote of the Board of Aldermen.

Appointments or reappointments to terms expiring each year shall be made at the regularly scheduled July Board of Aldermen meeting to become effective July 31. Appointments to fill the remainder of any unexpired term vacancies shall be considered as openings occur throughout the year.

Applications not selected will be kept on file according to the Records Retention and Disposition Schedule and may be considered when vacancies arise during the year.

Orientation

After being appointed to a committee, the new member shall meet with the staff liaison and/or committee chair for introduction and orientation to the committee.

Requirements

The Board of Aldermen may remove a member from a committee for any reason, including but not limited to failure to comply with the provisions of the ordinance, this policy, or established rules of procedure for that committee.

ETJ Committee Members

Residents of the Town's Extraterritorial Jurisdiction (ETJ) complete the same application process as outlined above. If approved by the Board of Aldermen, the recommendation for appointment of ETJ members is sent to the County Commission for final review and approval.

Attachment C

Rules for Public Comment Periods

- 1. The Mayor or Chair is the only one authorized to give someone "the floor" to speak.
- 2. Sidebar Conversations are prohibited.
 - Sidebar conversations are disrespectful, especially to whoever has been given the floor at the time.
 - Further, audience sidebars and/or speaking without being given the floor by the Chair disrupts other audience members and the clerk/advisory staff from being able to hear & focus on the official discussion of the board.
 - Conversations may be held after the meeting or outside of the Board room.
- 3. Speakers must sign in on the sign-in sheet and fill out a speaker slip. Every effort should be made to give the completed form to the Town Clerk before the meeting begins.
- 4. Members of the public wishing to speak will be called to the podium in the order they signed in.
- 5. Each resident will be allotted 3 minutes to speak. Time may not be given to another speaker.
- 6. If a group of persons holds the same position in support or opposition of a certain topic, the Board may require that a spokesperson be appointed for the group.
- 7. In the event that the number of persons wishing to speak exceeds the capacity of the board room (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the room to listen to the hearing), delegates may be selected from groups of persons supporting or opposing the same positions.
- 8. Speakers will be allowed to speak on any relevant matter. A relevant matter is defined as a matter which is within the authority of the Board of Aldermen to decide and is not privileged by law (such as personnel matters).
- 9. Action by the Board is not to be expected or required for items discussed during the Public Comment Period.

TOWN OF GRANITE QUARRY Board of Aldermen Meeting Speaker Slip

In order to facilitate an orderly meeting and accurate recordkeeping, the Town respectfully requests that you fill out a speaker's slip. Please make every effort to complete and submit your slip to the Town Clerk prior to the Board meeting. Before returning, please familiarize yourself with the Rules for Public Comment Periods on the back of this slip.

NAME:	MEETING DATE:	
ADDRESS:		
TELEPHONE NUMBER (OPTIONAL):		
E-MAIL (OPTIONAL):		
I wish to address the Board of Aldermen on a matter		
NOT on the Agenda (List Topic)		
ON the Agenda (Specify)		

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RESOLUTION 2023-03



A RESOLUTION TO APPROVE RULES OF PROCEDURE FOR THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA

WHEREAS, policies and procedures governing the conduct of public meetings may be adopted and amended by the Board of Aldermen not inconsistent with applicable federal and state laws, rules, and regulations, and local ordinances; and

WHEREAS, Rules of Procedure have been drafted for the Town which comply with and are consistent with North Carolina Open Meetings Law and North Carolina General Statutes; and

WHEREAS, the Rules of Procedure are structured to promote order, continuity, and efficiency for public meetings and the conduction of Town business; and

WHEREAS, the Rules of Procedure are intended to be in keeping with relevant statutory provisions and generally accepted principles of parliamentary procedure; and

WHEREAS, the Board of Aldermen deems it in the best interest of the Town of Granite Quarry to formally adopt the updated Rules of Procedure;

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Granite Quarry hereby adopts the Rules of Procedure as presented and attached hereto.

RESOLVED, APPROVED, AND EFFECTIVE UPON ADOPTION BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE _____ DAY OF ____ 2023.

Brittany H. Barnhardt, Mayor

ATTEST:

Aubrey Smith, Town Clerk

[SEAL]

SUMMARY

TO: Board of Aldermen

FROM: Town Manager Larry Smith

RE: Parks Ordinance

DATE: 4/10/2023



It was brought to staff's attention that our current ordinance regulating Parks prohibits alcoholic beverages in Town parks and does not provide any exception to that, even for Town events. I asked our Town Attorney for his legal opinion on that, and after review he agreed that interpretation is indeed correct.

Based on feedback about Granite Fest (where alcohol vendors have been allowed), and during most recent discussions about alcohol *sponsorships* for Town events, it has seemed apparent that at least some of the Board members prefer to allow vendors selling alcoholic beverages at Town events.

If so, the attached amendment would allow such (but only during Town sponsored events).

ORDINANCE NO. 2023-04

AN ORDINANCE AMENDING TEXT OF THE TOWN OF GRANITE QUARRY'S CODE OF ORDINANCES

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY:

Section 1. That section 22-66 of the Code of Ordinances, Town of Granite Quarry, North Carolina, is hereby amended by adding item (12) to the section to read as follows:

Sec. 22-66. - Park preservation.

It shall be unlawful for any person to:

- (1) Mark, deface, disfigure, injure, tamper with, displace, or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property of appurtenances whatsoever, either real or personal.
- (2) Fail to cooperate in maintaining restrooms and kitchen in a neat and sanitary condition.
- (3) Dig or remove any soil, rock, sand, stones, trees, shrubs or plants or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency, except as authorized by the town.
- (4) Damage, cut, carve, mark, transplant or remove any plant, or injure the bark, or pick flowers or seed of any tree or plant, dig in or otherwise disturb grass areas, or in any other way injure the natural beauty or usefulness of any area, except as authorized by the town.
- (5) Construct or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public service utility into, upon, or across such lands, except on special written permit issued pursuant to this article.
- (6) Throw, discharge, or otherwise place or cause to be placed in the lake, waters of any fountains, stream or other body of water in or adjacent to any park or any tributary, stream, storm sewer, or drain flowing into such water, any substance, matter or thing, liquid or solid, which will or may result in the pollution of waters.
- (7) All refuse and rubbish must be deposited in receptacles so provided. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.

- (8) Attach or place any sign, banner, wire, rope or cable, or any other contrivance to any building, sign, tree or other park property by use of nails or staples. These items may be attached with tape or thumbtacks and must be removed before leaving the area.
- (9) Bring any animals except for a dog that is kept under restraint. Said animal must be cleaned up after.
- (10) Rollerblading or skateboarding is prohibited.
- (11) Fish unless sponsored as a town event.
- (12) Possess or consume alcoholic beverages except those lawfully and responsibly sold by approved vendors during Town sponsored events.

Section 2. All ordinances in conflict herewith are repealed to the extent of any such conflict.

Section 3. This ordinance is effective on the _____ day of _____ 2023.

Brittany H. Barnhardt, Mayor

ATTEST:

APPROVED AS TO FORM:

Aubrey Smith, Town Clerk

Carl M. Short, Town Attorney

SUMMARY

TO: Board of Aldermen
FROM: Town Manager Larry Smith
RE: Murals
DATE: 4/10/2023



In August the Board discussed ideas about a downtown mural. We were already overprioritized with Town projects/goals, and left it that if a board member could find a solution on their own that would be ideal. The clearest direction if it was going to come back as a proposed *Town/Town-funding* project was that it would likely need to either be on a public building or right of way.

In September/October I was asked to look into the possibility of pursuing a mural on the side of a privately-owned building on the north end of town. I reviewed the materials from similar studies here in the past, consulted with SOG, and followed up on ~a dozen public examples that were referenced.

We could not find any examples, scenarios, or avenues qualifying for use of public funds that weren't:

- Limited to within an authorized special district (Historic or Business Improvement District), and
- Administered with/ by a corresponding official commission, nonprofit, LLC (HPC, Downtown Inc); or
- Otherwise limited to public property only.

In January the discussion came up again. The Board agreed to bring up the desire to incorporate regulations addressing murals into the new UDO during a joint PB and BOA UDO work session.

In March the private property question was brought up again. I followed back up with SOG on a creative approach I'd studied once with regard to a façade grant program. Specifically: could the Board potentially *purchase an easement* over that side wall from the building owner, the funds from which the owner would then cause the mural to be painted?

In short, there was no constitutional or statutory authority enabling us to use or grant public funds toward this scenario. An easement theoretically could be used for a mural, but still only in scenarios authorized by the statutes like summarized in the bullet points above. They explained that the authority for Towns to use or grant public monies was intentionally drafted to be very limited, for good reason (public trust, checks & balances, and accountability).

Options to move forward:

- 1. I highly recommend the Board keeps its previous intention to discuss its desire to incorporate regulations addressing murals into the new UDO during a joint PB/BOA UDO work session.
- 2. If Board members want to personally encourage private business & artist to pair up, it will be much more realistic with regard to our available time & resources right now.
- 3. If the Board decides the Town needs to prioritize pursuing a mural at this time, the only clear scenario appears to be if it would be allowed on a public building, art in a right of way, etc.
- 4. Any additional guidance SOG faculty and/or I might have missed?

April 2023

Sunday		Monday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
Easter Egg Hunt Civic Park 2pm	Planning Board 6pm			Events Committee Mtng 5:30pm	Good Friday Town Hall Closed	
9	10	11	12	13	14	15
Easter	10	11	12	Possible BOA	14	10
	BoA Mtg. 6pm Planning Board/ BoA		Centralina Executive Board Mtng 5pm	Recessed Mtng 9am		
	Joint GQDO Mtg. 6pm			CAC 5:30pm		
16	17	18	19	20	21	22
	Business After Hours 5pm	Revitalization 3:30pm		Power in Partnership Breakfast 7:30am	Litter Sweep 1-3pm	Earth Day
23	24	25	26	27	28	29
	Possible Planning Board/ BoA Joint GQDO Mtg. 6pm		CRMPO TAC 5:30pm	Rowan Municipal Association Mtng 6-8pm		Staff & Volunteer Appreciation Event 11am-2pm
30						

May 2023

Sunday		Monday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	Planning Board 6pm					Arts in the Park 1-6pm
7	8	9	10	11	12	13
		``	Centralina Board of	9am-1pm Dumpsters	9am-1pm Dumpsters	8am-12pm Dumpsters
	Chamber After Hours 5pm BoA Mtg. 6pm		Delegate Mtng 5pm	CAC 5:30pm		
14	15	16	17	18	19	20
Mother's Day	ZBA 6pm	Revitalization 3:30pm		Power in Partnership Breakfast 7:30am		
21	22	23	24	25	26	27
			CRMPO TAC 5:30pm			
28	29	30	31			
	Memorial Day Town Hall Closed					

N.C. Department of Transportation Biannual Cleanup Drive

> Share your cleanup images at:

#LitterSweepNC #GQsolid #granitequarrync

www.ncdot.gov/littersweep Granice Quarry Litter Sweep Friday, April 21st 1-3pm

Church groups, civic clubs, neighborhoods, families, local businesses are all encouraged to join us.

VOLUNTEER WITH US!

Call: 704-279-5596 Email: events@granitequarrync.gov Visit: www.granitequarrync.gov



Town of Granite Quarry



Town of Granite Quarry CALL/EMAIL DEBBIE @ 704.279.5596 OR OF Page 141 OGRANITEOUARRYNC.GOV



Saturday May 6th Ipm - 6pm Granite Lake Park 500 N Salisbury Ave

Arts Handmade Crafts Live Music Kids Fun Zone Plein Air Artists

All artists welcome! Local student displays of art • dance • music

*Volunteer and Sponsorship Opportunities Available



Vendors/Artists register online Email: events@granitequarrync.gov Call: 704.279.5596



Town of Granite Quarry



FREE TO RESIDENTS OF GRANITE QUARRY



DUMPSTER DAYS 1040 Mar Rock Dr

Granite Quarry

704-279-5596

www.granitequarrync.gov

Thursday, May 11, 9am-3pm Friday, May 12, 9am-3pm Saturday, May 13, 8am-12pm

* Please Present Valid Drivers License At Check In

These items WILL NOT be accepted:

- Televisions
- Large Appliances
- Automotive batteries

Fown of Granite Quar

- Antifreeze
- Used Oil Filters

- Oil (Any Kind)
- Chemicals
- Concrete Blocks
- Tires
- * All Paints Must Be Dried Up With Sand

