

#### TOWN OF GRANITE QUARRY BOARD OF ALDERMEN REGULAR MEETING Monday, November 13, 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) Regular Meeting October 9, 2023
    - **B.** Departmental Reports
  - C. Financial Reports
  - D. 2024 Board of Aldermen Regular Meeting Schedule / Holiday Closing Schedule as amended
  - E. Community Appearance Commission Appointment
- 3. Public Comments

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

#### 4. Guest Presentation

#### **NCDOT**

NCDOT representatives Pat Ivey, Fred Haith, and Phillip Craver will discuss the US Highway 52 Bypass project, the upcoming prioritization process, and transportation funding.

- 5. Town Manager Update
- 6. Public Hearing

**Non-Annexation Agreement** 

- A. Staff Summary
- **B.** Public Hearing
- C. Board Discussion and Decision

**ACTION REQUESTED:** Motion to adopt Annexation Agreement Ordinance 2023-08 establishing boundaries and parameters of non-annexation areas between the Town of Granite Quarry and the City of Salisbury.

#### 7. Public Hearing

#### **Zoning Map Amendment 2023-11-13**

#### A. Staff Summary

Rowan parcel located at 0 St Paul's Church Road (Parcel 404 104, PIN 5667-06-37-0724) from "Agricultural (AG)" and Rowan parcel with no address assigned (Parcel 404 154, PIN 5667-05-28-2884) formerly part of Village at Granite from "Planned Unit Development (PUD)" to a "Single Family Residential - 2 (SFR-2)" District (draft ordinance #ZMA 2023-11-13).

- **B.** Public Hearing
- C. Board Discussion and Decision

**ACTION REQUESTED:** Motion to adopt Ordinance ZMA-2023-11-13.

Old Business None

**New Business** 

8. Discussion and Possible Action Town Manager Evaluation Process

9. Discussion and Possible Approval Longevity Pay

**ACTION REQUESTED:** Motion to approve Longevity Pay for the FY23-24.

10. Discussion and Possible Approval Social Media Terms of Use and Comment Policy

**ACTION REQUESTED:** Motion to adopt Resolution 2023-07 adopting the Social Media Terms of Use and Comment Policy.

#### 11. Board Comments

#### 12. Announcements and Date Reminders

A.	Thursday	November 16	7:30 a.m.	Power in Partnership Breakfast
В.	Wednesday	November 22	5:30 p.m.	CRMPO TAC
C.	Thursday	November 23		Thanksgiving – Office Closed
D.	Friday	November 24		Office Closed
Ε.	Saturday	December 2	2:00 p.m.	Christmas at the Lake
F.	Monday	December 4	6:00 p.m.	Planning Board

#### Adjourn

Agenda Item Summary
Regular Meeting
November 13, 2023
Agenda Item 1

# **Approval of Agenda**

Summary: The Board may discuss, add, or delete items from the Regular Meeting agenda.	Doug Shelton  Jeff Cannon  Second By:  Jim Costantino  John Linker	
	Doug Shelton  Jeff Cannon  Against:  Jim Costantino  John Linker  Doug Shelton	
Action Requested:  Motion to adopt the November 13, 2023 Board of Aldermen  Meeting Agenda (as presented / as amended).	Jeff Cannon  In case of tie:  Mayor Brittany Barnhardt  For   Against	

Agenda Item Summary
Regular Meeting
November 13, 2023 Agenda Item 2

# **Approval of Consent Agenda**

Summary: The Board may discuss, add, or delete items from the Consent Agenda.  A. Approval of the Minutes 1) Regular Meeting October 9, 2023	Motion Made By:  Jim Costantino  John Linker  Doug Shelton  Jeff Cannon	
<ul> <li>B. Departmental Reports</li> <li>C. Financial Reports</li> <li>D. 2024 Board of Aldermen Regular Meeting Schedule / Holiday Closing Schedule as amended</li> <li>E. Community Appearance Commission Appointment</li> </ul>	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	
Action Requested: Motion to approve the consent agenda (as presented / as amended).	In case of tie:  Mayor Brittany Barnhardt  For   Against	



#### TOWN OF GRANITE QUARRY BOARD OF ALDERMEN REGULAR MEETING MINUTES Monday, October 9, 2023 6:00 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, Town Attorney Zachary Moretz, Finance Officer Shelly Shockley, Fire Chief/Public Works Director Jason Hord, Police Sergeant Richard Tester

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

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

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

#### 1. Approval of the Agenda

**ACTION:** Alderman Shelton made a motion to approve the agenda with two changes. He requested that Discussion of Town Shirts and Discussion of the Revitalization Team be removed from the Town Manager's Report to become new items 9A and 9B with Board Comments then becoming item 9C. Alderman Costantino seconded the motion. The motion passed 4-0.

#### 2. Approval of the Consent Agenda

#### A. Approval of the Minutes

- 1) Regular Meeting September 11, 2023
- 2) Closed Session Meeting September 11, 2023
- **B.** Departmental Reports
- C. Financial Reports
- A. 2024 Schedules
  - 2024 Board of Aldermen Regular Meeting Schedule / Holiday Closing Schedule
  - 2024 Planning Board Meeting Schedule

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

3. Citizen Comments: There were no citizen comments.

#### 4. Town Manager's Update

Manager Smith reviewed items from his report found in the agenda packet including updates on staff training. He shared that the Police Department's traffic enforcement campaign was successful. There was discussion regarding the status of the upcoming newsletter and the Board's desire to spread the word that the town does not have bulk item pickup.

#### 5. Guest Presentation

# **Charter Amendment Process and Timeline Tom Carruthers, NCLM Deputy General Counsel**

Deputy General Counsel Carruthers provided a presentation on the statutory charter amendment by ordinance process and the associated timeline. He stated that a resolution of intent, a properly noticed public hearing, and a vote on an ordinance to amend the charter would each need to be conducted at separate regular meetings with the ordinance adoption taking place at least ninety days before the municipal election in which it would take effect. Changes to the town's charter regarding the mayor's term that are adopted in the upcoming year would be effective for the 2025 election. Charter amendments allowed by the statue can be combined and adopted together.

#### 6. Public Hearing

#### **GQDO** Amendment – Article 11

#### A. Staff Summary

Planning, Zoning, and Subdivision Administrator Richard Flowe summarized the draft ordinance to amend Article 11 of the GQDO. The ordinance for amendment reflected the recommendations of the Planning Board. The draft ordinance included the statement that the amendment is both consistent with the adopted Town Plan 2040 and reasonable.

There were questions from individual Board members regarding exemptions and the effect on the average homeowner. Mr. Flowe pointed out where the exemptions could be found in the article and stated that the exemptions had broad applicability. Developers will be given the information at predevelopment meetings with the planning department. There were concerns stated regarding landscaping and Mr. Flowe stated the landscaping was covered in the ordinance as well. Alderman Cannon questioned why six inches was proposed by the Planning Board instead of the original four inches.

#### **B.** Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:56 p.m.
  - Planning Board Chairman Richard Luhrs stated he would be happy to answer the
    question from Alderman Cannon regarding why the Planning Board suggested the
    amendment from four inches to six inches. He shared that the Planning Board vote was
    unanimous; there were no strong feelings, but some Planning Board members felt that
    four inches seemed too narrow.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:58 p.m.

#### C. Board Discussion and Decision

The Board continued discussion on the proposed amendment. Alderman Cannon asked if it could be five inches instead of six. It was confirmed that it could be any number.

**ACTION:** Mayor Pro Tem Linker made a motion to adopt Ordinance ZTA-2023-10-09 (to amend the Granite Quarry Development Ordinance Article 11). Alderman Costantino seconded the motion. The motion passed 3-1 with Mayor Pro Tem Linker, Alderman Costantino, and Alderman Shelton in favor and Alderman Cannon opposed.

Old Business None

#### **New Business**

#### 7. Discussion and Possible Action Planning Board Draft Rules of Procedure

Planning, Zoning, and Subdivision Administrator Richard Flowe presented the proposed updated Rules of Procedure as recommended by the Planning Board at its September 5, 2023 meeting. Mr. Flowe stated that Attorney Moretz had a suggestion for amending the references in Section 10-4. Attorney Moretz stated that he felt *Suggested Rules of Procedure for a City Council* by Trey Allen would be more appropriate than *Robert's Rules of Order*.

**ACTION:** Alderman Shelton made a motion to adopt the replacement drafted Planning Board Rules of Procedure as amended by changing the reference in Sec. 10-4 from *Robert's Rules of Order* to *Suggested Rules of Procedure for a City Council* (current edition). Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

#### 8. Proclamations

Mayor Barnhardt acknowledged the following proclamations:

Breast Cancer Awareness Month October

Fire Prevention Week
 Veterans Day
 October 8-14, 2023
 November 11, 2023

#### 9. A. Discussion and Possible Action

#### **Town Shirts and Apparel**

Manager Smith presented options for Town shirts and apparel and asked for Board feedback on whether to use the logo or the seal. After individual Board members shared their varying opinions, Manager Smith asked if everyone was okay with the Mayor choosing the design. There was no opposition voiced.

#### B. Discussion and Possible Action Revitalization Team

Manager Smith shared the summary from his Manager's Update regarding the Revitalization Team's purpose and status. There was Board discussion regarding a desire for a group to help with master plans and community outreach. A desire was expressed that a group form a non-profit to partner with the town. Alderman Shelton questioned whether the master plan would fall under the purview of the Planning Board. Mr. Flowe responded that the Planning Board would absolutely be the right board to oversee all master plans. He suggested that other groups or resources such as a Merchant's Association could be invited to collaborate with the Planning Board on ideas. The Planning Board would then make recommendations to the Board of Aldermen. The Planning Board would not be the right group to start a non-profit.

#### C. Board Comments

- Mayor Barnhardt gave kudos to the Police Department for the traffic enforcement campaign. She shared that it was received well by citizens, and she heard a lot of positive comments.
- Mayor Barnhardt questioned whether it would be possible for Waste Management to provide cans for the town to be able to replace broken carts for residents.

#### 10. Announcements and Date Reminders

Α.	Wednesday	October 11	5:00 p.m.	Centralina Board of Delegates
В.	Wednesday	October 11	5:30 p.m.	Events Committee
C.	Friday	October 13	11:00 a.m.	FD Auxiliary Port-a-Pit
D.	Saturday	October 14		Fiddler's Convention
E.	Monday	October 16	6:00 p.m.	Zoning Board of Adjustment
F.	Tuesday	October 17	3:30 p.m.	Revitalization Team

G.	Thursday	October 19	7:30 a.m.	Power in Partnership Breakfast
Н.	Saturday	October 21	1:00 p.m.	Granite Fest
I.	Wednesday	October 25	5:30 p.m.	CRMPO TAC
J.	Thursday	October 26	5:30 p.m.	Community Appearance Commission
K.	Thursday	October 26	6:00 p.m.	Rowan Municipal Association
L.	Tuesday	October 31	5:00 p.m.	FD Trunk-or-Treat
Μ.	Monday	November 6	6:00 p.m.	Planning Board
N.	Tuesday	November 7		Election Day
Ο.	Wednesday	November 8	5:00 p.m.	Centralina Executive Board
Р.	Thursday	November 9	5:30 p.m.	Community Appearance Commission
Q.	Friday	November 10		Office Closed in Observance of Veterans Day
R.	Saturday	November 11		Veterans Day

#### 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 7:42 p.m.

Respectfully Submitted,

Aubrey Smith
Town Clerk

# Planning Monthly Report OCTOBER 2023



#### **Permits**

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

Date	Address	Permit	Status
10-17-23	0 Dunns Mountain Road	Exemption plat	Issued
10-18-23	5940 US HWY 52	Interior and Exterior Additions/remodel	Issued
10-24-23	175 Twin Oaks Rd	Exemption plat	Issued
10-26-23	175 Scotland Lane	Addition to existing principal	Issued
10-26-23	317 Yost Farm Rd	Addition to existing garage	Issued

#### **Planning/Zoning Review**

Inquiry	Zoning	Comments
Scotland Lane	SFR-2	10-4-23 meeting- considering dev. options
W. Bank St	RMST	10-10-23 Pre-appl. mtg for ZMA-2024-01-08
908 N Salisbury Ave	C-52	10-10-23 Meeting w/ Owner of Food Truck

Planning Board: Oct. 2, 2023, Met to review ZMA 2023-11-13; recommended approval.

**Zoning Board of Adjustment:** Oct.16, 2023, Met to discuss new GQDO and current Rules of Procedure. Elected officers.



# Town of Granite Quarry Fire Department



www.granitequarrync.gov

Established May 15<sup>th</sup>, 1950 PO Box 351

**Granite Quarry, NC** 704/279-5596

# **Board Report** November 2023 Chief Hord

# Emergency Calls for Service October 2023

39 calls in district

- 20 EMS (including strokes, falls, diabetic, CPR and other medical needs)
- 3 Fire alarms
- 1- Lines Down
- 1- Brush Fire
- 2 Motor vehicle accidents
- 6 Public Assist
- 5 Cancelled/No incident found
- 1 Structure fire/electrical short

#### 8 calls to Salisbury

- 2 Fire Alarms
- 1 Structure fire
- 2 Cancelled en route
- 3 Move ups

#### 4-calls to Rockwell Rural

- 1 EMS
- 1 Smoke Scare
- 2 Motor Vehicle Accidents

#### 3- Calls to South Salisbury

- 1 Cancelled en route
- 1 EMS
- 1 Fire Alarm

#### 2- Calls to Rockwell City

- 1 Cancelled en route
- 1 Haz Mat

1 Call to East Spencer Structure Fire

1 Call to Union cancelled en route

1 Call to Faith cancelled en route

# **TOTAL - 59**

### **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.
   & Rockwell Rural FD
- 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. 4 seats installed/checked
- Grounds care on Thursdays
- GQ School visits on Thursdays
- Fire Prevention Week events at local Schools, Churches, and Day Cares
- Attended fall fest events at GQ Elementary School, Whittenburg Lutheran Church, and Rowan Christian Assembly
- Port-A-Pit event
- Granite Fest Event
- Trunk-or-Treat Event
- Pre plan updates ongoing

#### E-571

- Mileage 22,714
- Hours -2,042

#### E-572

- Mileage 42,040
- Hours -3,409.4

#### R-57

- Mileage 38,763.5
- Hours -3,573.6

#### SQ-57

- Mileage 7,167
- Hours 980



# October Work 2023 Public Works Report

- Normal Maintenance Duties Daily- (parks, cleaning, mowing, edging, service on equipment, limbs & sweeping).
- PM check on generator.
- Nature trail maintenance weekly.
- Filled various potholes.
- A new roof installed on the Town Hall. (Guy Roofing)
- New guardrail installed on Chamandy Dr. (Reynolds)
- Several transformation project meetings.
- Prepped and worked Granite Fest.
- Prepped for Port a Pit and assisted.
- Repaired wiring harness on leaf vac.
- Blew leaves and collected 1st round in parks.

Mileage – 64,596	+129 miles
Mileage – 45,740	+70 miles
Mileage – 95,150	+296 miles
Mileage – 21,492	+425 miles
Mileage – 18,869	+1,079 miles
	Mileage – 45,740 Mileage – 95,150 Mileage – 21,492



PROTECTING QUALITY OF LIFE

Alliance Code Enforcement LLC

# Monthly Report Town of Granite Quarry

Updated November 05, 2023

ADDRESS	VIOLATION	STATUS
518 Railroad St	MH	OPEN
111 W Lyerly	MH	OPEN
1190 Summer Ln	JP/JV	OPEN
106 E Church St	JV	OPEN
302 W Peeler St	JV/JP	ABATED
127 Rowan St	OL	ABATED
305 Yadkin St	JV	OPEN
723 N Salisbury Ave	JP/OL	ABATED
221 S Oak St	JV	ABATED
PID 351130 (Rowan St)	ZN/JP	OPEN
403 Lake Dr	JV	OPEN
411 Lake Dr	JV	OPEN
412 Lake Dr	JP	OPEN
736 S Main St	JV	OPEN
518 S Main St	JP/JV	OPEN
320 Barringer St	JV	OPEN
424 Barringer St	JP	OPEN
101 Granite St	OL	OPEN
211 N Oak St	OL	ABATED
221 W Peeler St	OL	ABATED
114 N Oak St	JV	ABATED
119 W Lyerly St	JP	ABATED
1010 Kenton Pl	OL	ABATED
1208 S Claiborne Rd	OL	ABATED
1304 Stonewyck Dr	JP	OPEN
1401 Gentry Pl	OL	ABATED
1403 Gentry Pl	OL	ABATED
1404 Gentry Pl	OL	ABATED
1202 S Claiborne Rd	JV	ABATED
720 S Main St	JV	OPEN
706 S Main St	JP	OPEN
507 S Main St	JV	OPEN
423 Railroad St	JV	ABATED
610 Maple St	OL/JP	OPEN



PROTECTING QUALITY OF LIFE

Alliance Code Enforcement LLC

#### Monthly Report Town of Granite Quarry

Updated November 05, 2023

110 Chase Stone Ct	JP/JV	OPEN
106 Chase Stone Ct	JP	OPEN
PID 649A017 (Palasade Cir)	OL	OPEN
PID 649A026 (Palasade Cir)	OL	OPEN
PID 649A025 (Palasade Cir)	OL	OPEN
PID 649A024 (Palasade Cir)	OL	OPEN
703 S Salisbury Ave	JP	ABATED
316 Kluttz St	JP	OPEN

#### **MONTHLY HIGHLIGHTS**

- 24 New cases OPENED for September & October.
- 16 Cases have been ABATED.
- 412 Lake Dr No one showed up for hearing, Finding of Facts will be posted on the property.
- 518 Railroad St Burned home has been torn down, we will continue to monitor for the debris cleanup.
- 723 N Salisbury Ave Home is being remodeled, the junk pile has been removed from property.
- 1202 S Claiborne Rd Junk Vehicle has been removed from the property (Silver Honda CRV).
- 316 Kluttz St- Notice of Hearing will be posted on 11/6 for the consistent accumulation of Junk/Trash.
- 119 W Lyerly St Fallen Tree has been cut and removed from the property.

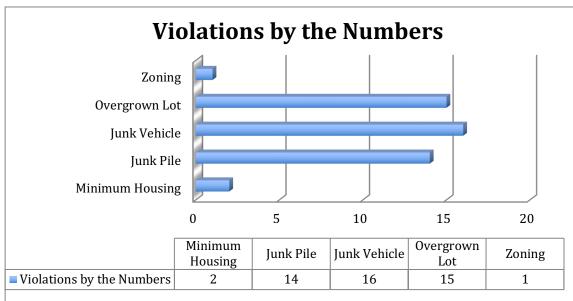


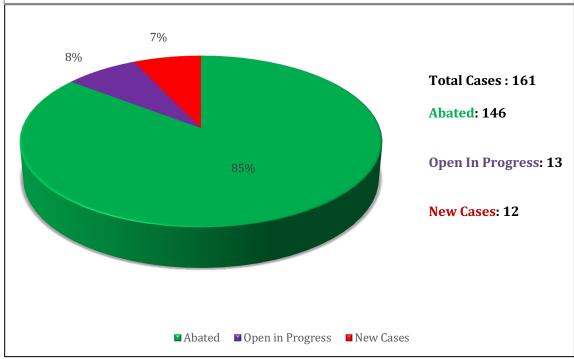
Alliance Code Enforcement LLC

### Monthly Report Town of Granite Quarry

PROTECTING QUALITY OF LIFE

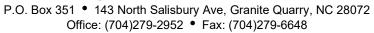
Updated November 05, 2023







# **Granite Quarry-Faith Joint Police Authority**





# **Police Department Report**

# November 2023

- Call volume report for the month of October 2023.
- See Attached for Total Calls for Service.
- o Date of Report: 11/06/2023
  - o Total calls for service/activities 974
    - 125 Officer Generated Calls
    - 131 Calls for Service
  - o Calls for service/activities Granite Quarry: 781
  - o Calls for service/activities Faith: 193
  - o Incident Reports- 22
  - o Arrest Reports- 6
  - o Crash Reports- 21
  - o Traffic Citations- 54
- The following is the ending and average mileage for each vehicle by month:
  - 141 Ford Taurus-End-87,960 161 Ford Utility-End-85,254 171 Ford Utility -End-63,375 172 Ford Utility -End-107,675 173 Ford Utility -End-52,174 181 Ford F150 -End- 100,475 191 Dodge Durango - End-54,482 201 Ford Utility-End-39,403 211 Ford Utility-End-20,651 212 Ford Utility-End-59,155
- Other Information:
  - o Drug Collection Box. October 2023: 20.07 pounds collected.
  - October CID Report. 3 Cases assigned; 0 Cases cleared; 41 follow-ups conducted; 104 open assigned cases.
  - Officers completed 39 hours of in-service or continuing education training in Oct.

# **GQPD**

# Number of Events by Nature

CFS Oct 2023 Granite Quarry

Nature	# Events
102D1 ABUSE	1
102D3 NEGLECT	1
103A2 FOUND PROPERTY	1
103O2 ADMIN/INFORMATION	1
104C2 COMMERCIAL BURG (INTRUSI	7
104C3 RESIDENTAL BURG (INTRUSI	4
104D4 BUSINESS HOLDUP/PANIC	1
106B3 PAST SEXUAL ASLT-CHILD	1
107B1 ASST OTHER AGENCY-ROUTIN	1
110D2 RESIDENTIAL B&E	2
112D2 DECEASED (SUDDEN)	3
113B3 NUISANCE COMPLAINT	1
113D2 DISTURBANCE / VERBAL	3
114C1 PHYSICAL DOMESTIC	1
114D1 PHYSICAL DOMESTIC	1
114D2 VERBAL DOMESTIC	3
115D1 DRIVING UNDER INFLUENCE	1
116B1 DRUGS (FOUND-EQUIP)	1
118B2 FRAUD-PAST FORGERY	1
118D2 FRAUD-FORGERY	1
119D2 THREAT	1
125B2 LOCKOUT - ROUTINE	3
125D1 CHECK WELFARE-URGENT	4
129B2 SUSPICIOUS VEH (PAST)	1
129C1 SUSPICIOUS PERSON	5
129C3 SUSPICIOUS VEHICLE	11
129C5 SUSPICIOUS CIRCUMSTANCE	1
130B2 VEHICLE LARCENY (PAST)	1
130C1 THEFT JUST OCCURED	1

Nature	# Events
130D2 VEHICLE LARCENY	1
131A2 HIT AND RUN - PAST	2
131B1 TRAFFIC ACCIDENT - PD	1
13102 TRAFFIC - INFORMATION	2
132A1 ABANDONED VEHICLE	1
132B3 STALLED VEHICLE	1
132C2 HAZARDOUS ROAD CONDITION	1
23B1 OVERDOSE/POISON	1
23C7 OVERDOSE OR POISON	1
77B1 TRAFFIC ACC - INJURY	2
77B3 TRAFFIC ACC - POSS INJURY	1
911 HANG UP	3
ASSIST EMS	3
ASSIST FIRE DEPT	2
ASSIST MOTORIST	1
ATTEMPT TO LOCATE	1
BURGLARY ALARM	2
BUSINESS OR HOUSE CHECK	545
COMMUNITY PROGRAM	4
DELIVER MESSAGE	17
DOMESTIC PROPERTY PICKUP	1
ESCORT FUNERAL OR OTHER	1
FOLLOWUP	38
GENERAL INFORMATION	3
ILLEGAL BURNING	1
MISDIAL	5
PARK CHECK	8
SCHOOL SECURITY CHECK	3
SEARCH WARRANT	1
SUBPOENA SERVICE	2
TRAFFIC CHECK	6
TRAFFIC STOP	47

Nature	# Events
VEHICLE ACCIDENT PROP DAMAGE	9
Total	781

# **GQPD**

# **Number of Events by Nature**

CFS Oct 2023 Faith

Nature	# Events
103O2 ADMIN/INFORMATION	1
110B2 PAST RESIDENTIAL B&E	1
111D1 DAMAGE TO PROPERTY	1
115D1 DRIVING UNDER INFLUENCE	1
125B1 CHECK WELFARE - ROUTINE	2
129C1 SUSPICIOUS PERSON	3
129C3 SUSPICIOUS VEHICLE	3
129C5 SUSPICIOUS CIRCUMSTANCE	4
130B1 LARCENY (ALREADY OCC)	3
130B3 THEFT FROM VEH (PAST)	1
130D3 LARCENY FROM VEHICLE	1
131B3 HIT & RUN	1
131O2 TRAFFIC - INFORMATION	1
135C1 SHOTS FIRED (HEARD)	1
77B1 TRAFFIC ACC - INJURY	1
77C1 TRAFFIC ACC - INJURY	1
911 HANG UP	1
ASSIST MOTORIST	1
ATTEMPT TO LOCATE	1
BURGLARY ALARM	1
BUSINESS OR HOUSE CHECK	120
DELIVER MESSAGE	7
ESCORT FUNERAL OR OTHER	1
FOLLOWUP	3
GENERAL INFORMATION	1
MISDIAL	1
OPEN DOOR	1
SCHOOL SECURITY CHECK	7
TRAFFIC CONTROL	14

Nature	# Events
TRAFFIC STOP	6
VEHICLE ACCIDENT PROP DAMAGE	1
WARRANT SERVICE	1
Total	193



# **Finance Department**

Breakdown by Department: As of October 31, 2023

Department		Budgeted	En	cumbered		YTD	
Revenues:	•	4,617,717			•	1,790,853	<u>39%</u>
Total Revenues:	\$	4,617,717			\$	1,790,853	39%
Expenses:							
Governing Body		93,529		13,500		21,369	37%
Contingency & Tranfers		1,014,146		-		117,151	0%
Administration		636,520		500		193,787	31%
Public Works		515,341		87,540		152,950	47%
Police		1,007,124		58,721		258,971	32%
Fire		732,897		14,000		217,280	32%
Streets		331,160		-		214,400	65%
Sanitation		193,250		-		56,531	29%
Parks & Recreation		93,750		500		32,920	<u>36%</u>
Total Expenses:	\$	4,617,717	\$	174,761	\$	1,265,358	31%
Expense to Revenue:							71%

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

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	Revenues				
Account	Budget	YTD	Variance	%	Notes
01-3100-12 Taxes - Budget Year	1,610,208	1,178,310	(431,898)	73%	
01-3100-17 Tax Penalties & Interest	4,000	1,093	(2,907)	27%	
01-3101-12 Taxes - Prior Years	8,000	1,527	(6,473)	19%	
01-3102-12 Vehicle Tax	144,188	45,765	(98,423)	32%	
01-3230-31 Local Option Sales Tax	1,118,010	364,245	(753,765)	33%	
01-3231-31 Solid Waste Disposal Tax	2,475	622	(1,853)	25%	
01-3316-32 Powell Pave & Patch Funds	90,000	45,830	(44,170)	51%	
01-3322-31 Beer & Wine - State	12,660	-	(12,660)	0%	
01-3324-31 Utilities Franchise Tax	141,387	32,668	(108,719)	23%	
01-3330-84 County First Responders	4,020	1,865	(2,155)	46%	
01-3413-89 Miscellaneous Revenue	2,700	611	(2,089)	23%	
01-3431-41 Police Authority Revenue_Faith	161,473	-	(161,473)	0%	
01-3431-45 Police Report Revenue	100	60	(40)	60%	
01-3431-89 Police Miscellaneous	1,100	249	(852)	23%	
01-3471-51 Environmental Fee Collection	184,750	42,853	(141,897)	23%	
01-3491-41 Subdivision & Zoning Fees	6,000	2,880	(3,120)	48%	
01-3613-41 Parks Miscellaneous	21,000	10,125	(10,875)	48%	
01-3713-33 Sal. Water/Sewer Reimbursement	50,000	-	(50,000)	0%	
01-3831-89 Interest on Investments	90,000	53,793	(36,207)	60%	
01-3834-41 Park Shelter Rentals	6,000	4,025	(1,975)	67%	1
01-3835-81 Surplus items Sold	1,000	481	(519)	48%	
01-3837-31 ABC Net Revenue-Co.	11,500	3,851	(7,649)	33%	
01-3991-99 Fund Balance Appropriated	947,146		(947,146)	0%	2
	4,617,717	1,790,853	(2,826,864)	39%	

#### Notes:

- 1 Includes GQ Civitans annual rental fee of \$1,200
- 2 Fund Balance Appropriated = Budget as Adopted + Budget Amendments as follows:

Budget as Adopted 938,146.00
BA #1 Legion Building Roof 9,000.00
Total Fund Balance Appropriated 947,146.00

Governing Body:							
Account	Budget	Encum.	YTD	Variance	%	Notes	
01-4110-02 Mayor/Aldermen Salary	18,745	-	-	18,745	0%		
01-4110-09 FICA Expense	1,434	-	-	1,434	0%		
01-4110-14 Insurance - Workers Comp	50	-	32	18	63%		
01-4110-18 Professional Services	33,500	13,500	4,605	15,395	54%	3	
01-4110-26 Office Expense	900	-	13	887	1%		
01-4110-31 Training & Schools	900	-	-	900	0%		
01-4110-40 Dues & Subscriptions	16,250	-	13,899	2,351	86%		
01-4110-45 Insurance & Bonds	2,000	-	1,880	120	94%	4	
01-4110-60 Special Projects	15,200	-	740	14,460	5%		
01-4110-61 Grants - Nonprofit Grant Program	350	-	200	150	57%		
01-4110-63 Elections	4,200	-	-	4,200	0%	1	
	93,529	13,500	21,369	58,661	37%	]	

- 3 Audit contract is encumbered
- 4 Paid once annually at the beginning of the fiscal year

Contingency & Transfers:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-9820-96 Transfer to Capital Reserve Fund	76,000	-	76,000	-	100%	
01-9840-96 Transfer to Capital Project Funds	938,146	-	41,151	896,995	4%	5
	1,014,146	-	117,151	896,995	12%	

#### Notes:

5 Transfer to Transformational Project GPO

Administration:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4120-00 Salaries - Regular	301,925	-	83,257	218,668	28%	
01-4120-03 Salaries - Longevity	1,000	-	-	1,000	0%	
01-4120-07 401K Expense	15,097	-	4,163	10,934	28%	
01-4120-09 FICA Expense	23,174	-	6,244	16,930	27%	
01-4120-10 Retirement Expense	39,017	-	10,723	28,294	27%	
01-4120-11 Group Insurance	41,500	-	11,198	30,302	27%	
01-4120-14 Insurance - Workers Comp	500	-	425	75	85%	6
01-4120-17 Insurance – HRA/Admin Cost	1,200	-	400	800	33%	
01-4120-18 Professional Services	93,900	-	27,694	66,206	29%	
01-4120-22 Banquet Expense	1,700	-	-	1,700	0%	
01-4120-26 Office Expense	9,500	-	2,581	6,919	27%	
01-4120-31 Training & Schools	9,500	500	4,068	4,932	48%	
01-4120-32 Telephone/Communications	4,400	-	1,205	3,195	27%	
01-4120-33 Utilities	5,200	-	1,599	3,601	31%	
01-4120-34 Printing	6,000	-	1,865	4,135	31%	
01-4120-37 Advertising	2,600	-	465	2,135	18%	
01-4120-40 Dues & Subscriptions	2,650	-	630	2,020	24%	
01-4120-44 Contracted Services	43,807	-	15,491	28,316	35%	
01-4120-45 Insurance & Bonds	6,200	-	6,182	18	100%	6
01-4120-62 Committees - CAC	500	-	-	500	0%	
01-4120-68 Tax Collection	27,150	-	15,597	11,553	57%	
	636,520	500	193,787	442,233	31%	

6 Paid once annually at the beginning of the fiscal year

Public Works:							
Account	Budget	Encum.	YTD	Variance	%	Notes	
01-4190-00 Salaries - Regular	146,665	-	39,562	107,103	27%		
01-4190-02 Salaries - Part-Time	70,000	-	21,198	48,802	30%		
01-4190-03 Salaries - Longevity	1,150	-	-	1,150	0%		
01-4190-07 401K Expense	7,334	-	1,948	5,386	27%		
01-4190-09 FICA Expense	16,663	-	4,601	12,062	28%		
01-4190-10 Retirement Expense	19,039	-	5,072	13,967	27%		
01-4190-11 Group Insurance	25,500	-	6,379	19,121	25%		
01-4190-14 Insurance - Workers Comp	7,200	-	6,973	227	97%	7	
01-4190-20 Motor Fuel	16,000	-	3,817	12,183	24%		
01-4190-21 Uniforms	1,500	-	571	929	38%		
01-4190-24 Maint & Repair - Bldgs/Grounds	131,215	85,500	36,428	9,287	93%	8	
01-4190-25 Maint & Repair - Vehicles	7,000	-	620	6,380	9%		
01-4190-29 Supplies & Equipment	15,000	1,500	4,067	9,433	37%		
01-4190-31 Training & Schools	200	-	-	200	0%		
01-4190-32 Telephone/Communications	900	-	300	600	33%		
01-4190-33 Utilities	3,750	-	1,130	2,620	30%		
01-4190-34 Printing	25	-	5	20	21%		
01-4190-35 Maint & Repairs - Equipment	9,000	-	1,491	7,509	17%		
01-4190-40 Dues & Subscriptions	6,900	-	6,674	226	97%	9	
01-4190-44 Contracted Services	19,500	540	1,810	17,150	12%		
01-4190-45 Insurance & Bonds	4,800	-	4,794	6	100%	7	
01-4190-58 Cap Outlay - Bldg/Infrastructure	6,000		5,509	491	92%	10	
	515,341	87,540	152,950	274,851	47%		

- 7 Paid once annually at the beginning of the fiscal year
- 8 Town Hall Roof is encumbered (minus deposit)
- 9 Includes IWorQ System
- 10 Carport at Quarry

	Police	e:				
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4310-00 Salaries - Regular	553,925	-	134,414	419,511	24%	
01-4310-02 Salaries - Part-Time	8,000	-	1,800	6,200	23%	
01-4310-03 Salaries - Longevity	2,500	-	-	2,500	0%	
01-4310-07 401K Expense	27,697	-	6,716	20,981	24%	
01-4310-09 FICA Expense	43,179	-	10,375	32,804	24%	
01-4310-10 Retirement Expense	78,123	-	18,858	59,265	24%	
01-4310-11 Group Insurance	93,500	-	24,928	68,572	27%	
01-4310-14 Insurance - Workers Comp	11,500	-	8,999	2,501	78%	11
01-4310-20 Motor Fuel	32,000	-	7,679	24,321	24%	
01-4310-21 Uniforms	4,400	150	295	3,955	10%	
01-4310-25 Maint & Repair - Vehicles	9,000	-	1,029	7,971	11%	
01-4310-26 Office Expense	1,500	-	404	1,096	27%	
01-4310-29 Supplies & Equipment	21,650	3,504	4,936	13,210	39%	
01-4310-31 Training & Schools	5,000	500	2,364	2,136	57%	
01-4310-32 Telephone/Communications	8,200	-	2,874	5,326	35%	
01-4310-33 Utilities	1,900	-	569	1,331	30%	
01-4310-34 Printing	1,000	-	423	577	42%	
01-4310-35 Maint & Repair - Equipment	2,000	-	92	1,908	5%	
01-4310-40 Dues & Subscriptions	4,800	-	1,827	2,974	38%	
01-4310-44 Contracted Services	23,250	281	14,114	8,855	62%	
01-4310-45 Insurance & Bonds	16,000	-	15,895	105	99%	11
01-4310-54 Cap Outlay - Vehicles	58,000	54,285	383	3,332	94%	12
	1,007,124	58,721	258,971	689,433	32%	

- 11 Paid once annually at the beginning of the fiscal year
- 12 Vehicle and upfit are encumbered

	Fire	:				
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4340-00 Salaries - Regular	290,500	-	73,578	216,922	25%	
01-4340-02 Salaries - Part-Time	184,275	-	64,473	119,802	35%	
01-4340-03 Salaries - Longevity	2,200	-	-	2,200	0%	
01-4340-07 401K Expense	15,520	-	4,045	11,475	26%	
01-4340-09 FICA Expense	36,489	-	10,473	26,016	29%	
01-4340-10 Retirement Expense	40,263	-	10,366	29,897	26%	
01-4340-11 Group Insurance	54,000	-	13,162	40,838	24%	
01-4340-14 Insurance - Workers Comp	10,585	-	8,592	1,993	81%	13
01-4340-17 Firemen's Pension Fund	1,725	-	10	1,715	1%	
01-4340-20 Motor Fuel	8,500	-	2,386	6,114	28%	
01-4340-21 Uniforms	3,500	-	690	2,810	20%	
01-4340-25 Maint & Repair - Vehicles	10,000	-	2,951	7,049	30%	
01-4340-26 Office Expense	150	-	-	150	0%	
01-4340-29 Supplies & Equipment	30,000	14,000	5,456	10,544	65%	14
01-4340-31 Training & Schools	2,500		1,593	907	64%	
01-4340-32 Telephone/Communications	5,400	-	1,950	3,450	36%	
01-4340-33 Utilities	6,800	-	2,119	4,681	31%	
01-4340-34 Printing	275	-	118	157	43%	
01-4340-35 Maint & Repair - Equipment	4,500	-	70	4,430	2%	
01-4340-40 Dues & Subscriptions	3,850	-	1,122	2,728	29%	
01-4340-44 Contracted Services	10,000	-	2,272	7,728	23%	
01-4340-45 Insurance & Bonds	11,865	-	11,854	11	100%	13
	732,897	14,000	217,280	501,617	32%	

- 13 Paid once annually at the beginning of the fiscal year
- 14 Turnout gear is encumbered

Streets:							
Account	Budget	Encum.	YTD	Variance	%	Notes	
01-4510-18 Professional Services	1,000	-	-	1,000	0%		
01-4510-29 Supplies & Equipment	2,400	-	187	2,213	8%		
01-4510-39 Maint & Repair	30,000	-	-	30,000	0%		
01-4510-99 Unappropriated Fund Balance	56,600	-	-	56,600	0%		
01-4511-33 Utilities - Street Lights	38,000	-	13,632	24,368	36%		
01-4511-39 Other Services	300	-	-	300	0%		
01-4511-71 Debt Service - Principal	202,860	-	200,581	2,279	99%	15	
	331,160	-	214,400	116,760	65%		

15 Streets loan paid in full

Sanitation:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4710-44 Contracted Services	193,250	-	56,531	136,719	29%	
	193,250	-	56,531	136,719	29%	

#### Notes:

Parks & Rec:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-6130-24 Maint & Repair - Bldgs/Grounds	35,000	500	10,503	23,997	31%	
01-6130-29 Supplies & Equipment	10,000	-	2,642	7,358	26%	
01-6130-32 Telephone/Communications	6,000	-	2,335	3,665	39%	
01-6130-33 Utilities	17,000	-	6,837	10,163	40%	
01-6130-44 Contracted Services	1,500	-	-	1,500	0%	
01-6130-62 Committees - PERC	24,250	-	10,604	13,646	44%	1
	93,750	500	32,920	60,330	36%	

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

		mended Project	Tot	al To Date	Projected by Completion
REVENUES		horization		ai io bate	(Variance)
04-3613-26 Federal Emergency Management Agency Grant	\$	576,286	\$	506,020	2,311
04-3613-36 NC Division of Emergency Management Grant	7	192,095	,	168,673	770
Total Revenues		768,381		674,693	3,081
OTHER FINANCING SOURCES					
04-3981-96 Transfer from General Fund		_		_	_
Total Other Financing Sources					
Total Other I maneing Sources					
TOTAL REVENUES AND OTHER FINANCING SOURCES		768,381		674,693	3,081
<u>EXPENDITURES</u>					
04-6130-18 PROFESSIONAL SERVICES					
Engineer or Architect Fees		174,250		171,169	3,081
Total Personnel		174,250		171,169	3,081
04-6130-69 CAP OUTLAY - BLDG, STRUCT, OTHER					
Construction Cost	\$	547,619	\$	503,524	-
Contingency (10%)		46,512	\$	-	-
Total Capital Outlay		594,131		503,524	-
TOTAL EXPENDITURES	\$	768,381	\$	674,693	3,081
TOTAL FINANCING SOURCES OVER EXPENDITURES	\$	-	\$	-	-

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

FINANCING SOURCES		Amended Project Authorization	Total To Date	Projected by Completion (Variance)
08-3981-96 Transfer from General Fund	_	959,917	66,330	893,587
Total Fina	ncing Sources	959,917	66,330	893,587
TOTAL REVENUES AND OTHER FINANCE	ING SOURCES	959,917	66,330	893,587
EXPENDITURES  08-4930-18 Professional Services				
Pre-Development Services		39,100	26,563	12,537
Civic Park "Option 1" Improvements		49,800	20,795	29,005
Civic Park Master Plan		55,000	1,400	53,600
Attorney Fees		2,573	2,573	-
To	tal Personnel	146,473	51,330	95,142
08-4930-58 Cap Outlay - Construction		660,517	15,000	645,517
08-4930-97 Contingency	_	42,928	-	42,928
Total	Construction	703,444	15,000	688,444
08-9840-96 Transfer to TAP Project Fund		110,000		110,000
Τ	otal Transfers	110,000	-	110,000
TOTAL EX	(PENDITURES	959,917	66,330	893,587
TOTAL FINANCING SOURCES OVER I	EXPENDITURES	\$ -	\$ -	-

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

<u>REVENUES</u>	Project Authorization	Total To Date	Projected by Completion (Variance)
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
<u>EXPENDITURES</u>			
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	-	-	-

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

FINANCING SOURCES	Amended Authorization	Total To Date
02-3981-96 Transfer from General Fund	76,000	76,000
Total Other Financing Sources	76,000	76,000
TOTAL REVENUES AND OTHER FINANCING SOURCES	76,000	76,000
<u>EXPENDITURES</u>		
02-4190-54 Cap Outlay - Dump Truck	1,000	-
02-4260-58 Cap Outlay - Town Hall	-	-
02-4340-54 Cap Outlay - Fire Truck	75,000	-
Total Capital Outlay	76,000	-
TOTAL EXPENDITURES	76,000	-
TOTAL FINANCING SOURCES OVER EXPENDITURES	-	76,000

### **Unassigned Fund Balance:**

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

Unassigned Fund Balance as of 7/01/23	3,068,949
Revenues as of 10/31/23	1,790,853
Expenses as of 10/31/23	(1,265,358)
Revenues over Expense at 10/31/23	525,496
Less Encumbered	(174,761)
Less Restricted:	
Powell Bill	(45,643)
Reserved by State Statute	(345,217)
Total Restricted	(390,860)
Less Committed:	
Transformational Project CPO	(896,995)
<b>Total Committed</b>	(896,995)
Unassigned Fund Balance as of 9/30/23	\$ 2,131,828

					Int	erest c		stmen 23-202	ts by M 24	lonth						
Acct#	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Inte	erest YTD	lnν	vested Balance
Money Ma	Money Market Accounts:															
XX9011	18	2	16	15	-	-	-	-	-	-	-	-		51.85		53,721.79
XX1186	17	19	19	18	-	-	-	-	-	-	-	-		72.93		62,965.71
	35	21	35	34	-	-	-	-	-	-	-	-	\$	124.78	\$	116,687.50
NC Capital	Managem	ent Trust:														
XX4319	11,469	11,705	14,957	15,537	-	-	-	-	-	-	-	-		53,668.10		3,499,318.38
	11,469	11,705	14,957	15,537	-	-	-	-	-	-	-	-	\$	53,668.10	\$	3,499,318.38
Totals													\$53	3,792.88	\$	3,616,006

Total Invested Balance		\$	3,616,006
Cash Balance (As of 10/31/23)	\$ 214,183		
Minus Outstanding Transactions (As of 10/31/23)	\$ (89,729)		
Total Reconciled Cash Balance		\$	124,454
Total Available Funds		Ś	3,740,460



# 2024 Board of Aldermen Regular Meeting Schedule (Regular Meetings are scheduled for the <u>second</u> Monday of each month at <u>6:00</u> p.m.)

January 8	Monday
February 12	Monday
March 11	Monday
April 8	Monday
May 13	Monday
June 10	Monday
July 8	Monday
August 12	Monday
September 9	Monday
October 14	Monday
November 12	Tuesday
December 9	Monday

# 2024 Holiday Schedule

Holiday	<b>Observance Date</b>	Day of the Week
New Year's Day	January 1, 2024	Monday
Martin Luther King Jr. Day	January 15	Monday
Good Friday	March 29	Friday
Memorial Day	May 27	Monday
Independence Day	July 4	Thursday
Labor Day	September 2	Monday
Veterans Day	November 11	Monday
Thanksgiving	November 28 & 29	Thursday & Friday
Christmas	December 24, 25 & 26	Tues., Wed., & Thursday

Agenda Item Summary Regular Monthly Meeting November 13, 2023 Agenda Item 2E

#### **CAC Appointment Recommendation**

CA	KC Appointment Kecomin	Enuano
Summary Margaret Stridick has applied to be appointed to the Community Appearance Commission Town Seat with the term expiration of 7/31/2025. She attended the October CAC meeting and met the members present, but the CAC did not have a quorum to be able to make an official recommendation.	Motion Made By: Jim Costantino John Linker Doug Shelton Jeff Cannon	
Attachments  Clerk Application Summary	Second By: Jim Costantino John Linker Doug Shelton Jeff Cannon	
	For: Jim Costantino John Linker Doug Shelton Jeff Cannon	
Action Requested:	Against: Jim Costantino John Linker Doug Shelton Jeff Cannon	
Motion to appoint Margaret Stridick to the Community Appearance Commission's Town Seat with the term expiration to 7/31/2025.	In case of tie:  Mayor Brittany Barnhardt  For   Against	

#### **SUMMARY**

TO: CAC, Board of Aldermen FROM: Town Clerk Aubrey Smith

**RE:** Summary of Application Review

DATE: 9/28/2023



The current Committee Membership Recruiting and Appointment Policy, adopted by the Board of Aldermen 9/8/2020, directs the Clerk or designee to conduct an administrative review of an application, comparing with:

- Any ordinance requirements for qualifications;
- The current compositions of the applicable committee's membership for diversity of backgrounds and residence locations with a goal of fair representation of the town's jurisdiction.

#### Requirements

The current qualifications for Community Appearance Commission are residency requirements for the seats to be filled by town residents and the stated desire for ETJ representation.

The current Community Appearance Commission membership consists of the following:

3 filled Town seats
 1 filled ETJ seat
 0 vacant ETJ seats

#### Diversity of Backgrounds

The current Community Appearance Commission members have a wide variety of background experience and/or occupations including:

- Owner of accounting company
- Owner of construction company, development company, and realty company
- Retired school administrator with a working knowledge of grant writing
- Former healthcare supervisor
- Ms. Stridick is a parenting programs coordinator with a background in research, purchasing, and bookkeeping.

#### **Diversity of Residence Locations**

Ms. Stridick is a resident of the Town and lives on Meadow Wood Drive.

The residences of the current Community Appearance Commission members are located on the following streets:

- Hillcrest Ridge Drive
- Fish Pond Road
- North Main Street
- Pine Hill Drive



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

www.granitequarrync.gov

#### **BOARDS AND COMMITTEES APPLICATION**

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

Educational Institution/School	Degree Re	eceived	Area(s) of Study
geu	MASTER'S		Human Development/Frankly Science
Rutgers	BA		Psychology/Human Resurces M
CAMPEN CATHOLIC HS	diploma		, 0.
open minded, fairly pr	actical, this	APPOINTMEN	IN BEST INTEREST of Most
BOARDS/ COMMITTEES ON WHICH	YOU HAVE SER	VED (LIST MUNIC	SIPALITIES AND DATES)
None			
I affirm that I understand this application to release under North Carolina General this application are true and correct to th form, I shall be deemed to have affixed a Signature	Statute Chapter 1 te best of my knowny signature here	32, Public Record wledge. I agree that to.	ds. I certify that the facts contained in
FOR OFFICE USE ONLY			
Application Received: 9/27/202	3 AUS	ming. Interview Date	e & Time:
Confirmation Date:		Term Ending:	

# Town of Granite Quarry Town Manager's Report November 2023



#### 1. Personnel Highlights

- Continuing to implement and engage staff with core values and processes.
- Employee survey/climate assessment. Developing Scopes of Work with School of Government and Centralina to determine best approach.
- Career Development. Working with leadership team on this FY's Administration goals in professional development and succession planning.

#### 2. Planning / planning-related

- A. ZMA 2023-11-13. Community meeting for pending rezoning request of parcels off St Paul's Church Rd was held. Application comes before the Board of Aldermen (BOA) at its November meeting.
- B. ZMA 2024-01-08. "Wittenberg" rezoning reviewed by Planning Board (PB); slated for BOA Jan mtg.
- C. ZTA 2024-01-08. "Food Trucks" ordinance revision reviewed by PB; slated for BOA Jan mtg.
- D. ETJ relinquishment / Ordinances
  - County completed its zoning process on the areas we relinquished
  - All of our transition processing with the County departments completed
  - Got Municode to remove our former UDO from our online ordinances & webhosting
  - New GQDO now hosted and updated directly by us on our website

#### 3. Community Engagement, Communications/IT

- A. Fiber Optic network issues fixed; exploring phone line conversion options as well.
- B. Social Media Terms of Use and Comment policy
  - Aubrey did a great deal of research & development in drafting our proposed policy
  - Turned over to Attorney for review; if completed in time will be ready for November agenda
  - Aubrey stresses this is one of the most important considerations for the Board before establishing a town-run Facebook page

#### C. Newsletter

- Vendor advises it's at the printer/mailer now. We'll have extra copies at Town Hall.
- Link to sign up for the newsletter via Constant Contact will be coming soon.
- D. Website. Stewart helping with Parks page updates and Master Plan survey linking once it's ready.

#### 4. Growth / Non-Annexation agreements

- Lots of review, drafting, and revising among staff and attorneys, but all are happy with final draft.
- Slated for Salisbury City Council review 11/8/23; GQ BOA 11/13/23.

#### 5. Transformational Projects.

- Civic Park Option 1 Scope of Services (Overflow lot, existing parking, trails)
  - Stewart engineer, landscape architect, & project lead met on site to review on-ground conditions.
  - Overflow parking lot design discussed; engineer to finalize & submit plans for Planning review.
  - Preliminarily assessed Legion Building, creek and bank conditions, general infrastructure.
  - Staff follow ups: try to locate potential funds for topo survey once engineer gets me the estimate; pull together some additional history information.

#### Civic Park – Master Plan.

- First phase of community input solicited at Granite Fest
- Stewart plans to release an official community survey in November
- Town Square / Downtown Streetscape / Utilities. Still coordinating between utilities.
  - Duke Energy, Windstream, and Charter working through technical details.
  - Walk-through with Duke's project engineer on specific town metering, etc questions he had.
  - All agreed we're at a point of enough confidence in the study to begin briefing the other utilities; I've updated and will continue follow up & coordination with SRU and DOT.

#### 6. General highlights

- Town Hall roof replacement is completed
- Granite Industrial Park
  - Guardrail replacement from truck accident completed; carrier's insurance payment secured.
  - Gildan Plant 1 shutdown. No updates yet since initial press release follow up.
  - EDC has commissioned a wetlands study on the undeveloped Town and County properties.
  - Continuing to press follow up with designer on Industrial Park/western GQ gateway sign
- Some notable training highlights from the month:
  - Supervisor's Training: Energize and Engage Employees
  - Process Improvement Techniques for Local Government
- Morris-GQ Encroachment Agreement (fence). Finalized and recorded.

#### 7. Events

- A. Fire and Life Safety Education (FLSE) week. FD conducted different classes all week at GQES.
- B. FD Auxiliary Port-a-Pit. Definitely a "Friday the 13<sup>th</sup>", but ultimate teamwork and community support pulled it off very successfully.
- C. Granite Fest. Not as much turnout as hoped but event went smoothly, great weather, good feedback/participation on Civic Park Master Plan and CAC Halloween Decorating Contest.
- D. FD Trunk or Treat. Weather wasn't very cooperative. Shiloh UMC set up & supported the event.

#### 8. Committee / Group Reports.

- A. Community Appearance Commission (CAC). 10/26/23 (rescheduled monthly meeting)
  - Did not have a quorum with which to conduct the meeting.
  - Based on previous feedback and those present, an appointment recommendation referred to BOA.

#### B. MPO Technical Coordinating Committee (TCC). 10/11/23

- Mainly DOT updates and business recommended to TAC (elected officials).
- DOT gave a good presentation on traffic crash data statewide compared to our MPO region.
- C. **Events group.** 10/11/23. Just one person attended but Granite Fest planning nearly complete.
- D. Rowan Economic Development Council (EDC). 10/12/23
  - Discussed Gildan Plant 1 shutdown announcement
  - EDC hosting job fair 11/4/23
- E. **Centralina Regional Council (CCOG).** Attended the 10/11/23 Board of Delegates meeting / 55<sup>th</sup> Anniversary celebration with several other managers. Reviewed annual report; learned more about services and resources CCOG is prioritizing.

#### F. Rowan Municipal Association (RMA). 10/26/23

- Hayley Edwards, Substance Abuse & Mental Health Program Manager, updated municipal leaders about the opioid settlement, where priorities and funds are being developed and used.
- Last GQ hosting; Landis begins Jan '24. Aubrey has & will continue helping them with the transition.

#### **Agenda Item Summary**

Regular Meeting November 13, 2023 Agenda Item **6** 

#### **Non-Annexation Agreement**

Summary: Attached is the official Annexation Agreement document reflecting Granite Quarry and Salisbury governing bodies' direction and approval of boundaries. Staff and our attorneys have exhaustively reviewed and edited the document for accuracy and format.  Attachments:  Ordinance/Agreement/Description	Motion Jim C John Doug Jeff C Second Jim C John Doug Jeff C
	For: Jim C John I Doug Jeff C

#### Action Requested:

Motion to adopt Annexation Agreement Ordinance 2023-08 establishing boundaries and parameters of non-annexation areas between the Town of Granite Quarry and the City of Salisbury.

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	
In case of tie:  Mayor Brittany Barnhardt  For	
Against 🗌	

## ORDINANCE 2023-08 AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN THE TOWN OF GRANITE QUARRY AND THE CITY OF SALISBURY

- WHEREAS, the areas between the corporate limits of Granite Quarry and Salisbury are experiencing urban growth; and
- WHEREAS, Granite Quarry and Salisbury regularly receive inquiries about the availability of municipal services in these areas, including water, sewer, police, and fire, and related inquiries about which municipality would best provide those services; and
- WHEREAS, Granite Quarry and Salisbury are able to provide municipal services to all of these urbanizing areas to differing degrees and desire to establish growth areas to enhance orderly planning and to provide certainty to each municipality and to the residents, property owners, and developers in these urbanizing areas about which municipality is best able to provide municipal services; and
- **WHEREAS**, G.S. § 160A-58.21 *et seq.* authorizes municipalities to enter into annexation agreements; and
- WHEREAS, Granite Quarry and Salisbury have negotiated the annexation agreement attached hereto (the "Agreement"); and
- **WHEREAS**, pursuant to § G.S. 160A-58.24(c), Salisbury and Granite Quarry held public hearings on November 8, 2023, and November 13, 2023, respectively, authorizing the adoption of ordinances approving the Agreement; and
- **WHEREAS**, the Board of Aldermen of Granite Quarry has taken into account the input of the public and believes it to be in the best interests of Granite Quarry and the citizens and residents of Granite Quarry to enter into the Agreement.

## NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, AS FOLLOWS:

- Section 1. The Board of Aldermen hereby approves the attached Annexation Agreement (the "Agreement"), authorizes the Mayor to execute the Agreement, and authorizes the Town Manager to provide such notices and take such further actions as may be necessary or desirable to implement and carry out the Agreement.
- Section 2. All ordinances or parts of ordinances or other agreements in conflict with this ordinance are hereby repealed to the extent of such conflict.
- Section 3. This ordinance shall be effective from and after the latest to occur of a) its passage by the Board of Aldermen, and b) its due adoption by the City Council of the City of Salisbury.

	Brittany H. Barnhardt, Mayor
ATTEST:	
Aubrey Smith, Town Clerk	

Adopted this the 13<sup>th</sup> day of November, 2023.

### ANNEXATION AGREEMENT BETWEEN THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, AND THE CITY OF SALISBURY, NORTH CAROLINA

This Annexation Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of November, 2023, by and between the **City of Salisbury**, a North Carolina municipal corporation ("Salisbury"), and the **Town of Granite Quarry**, a North Carolina municipal corporation ("Granite Quarry"). Salisbury and Granite Quarry are sometimes referred to individually as "Party" and jointly as "Parties."

WHEREAS, the areas between the corporate limits of Salisbury and Granite Quarry are experiencing urban growth; and

WHEREAS, Salisbury and Granite Quarry regularly receive inquiries about the availability of municipal services in these areas, including water, sewer, police, and fire, and related inquiries about which municipality would best provide those services; and

WHEREAS, Salisbury and Granite Quarry are able to provide municipal services to all of these urbanizing areas to differing degrees and desire to establish growth areas to enhance orderly planning and to provide certainty to each municipality and to the residents, property owners, and developers in these urbanizing areas about which municipality is best able to provide municipal services; and

**WHEREAS**, G.S. § 160A-58.21 *et seq*. authorizes municipalities to enter into annexation agreements; and

WHEREAS, Granite Quarry and Salisbury desire to enter into an annexation agreement; and

**WHEREAS**, pursuant to § G.S. 160A-58.24(c), Salisbury and Granite Quarry held public hearings on November 8, 2023, and November 13, 2023, respectively, authorizing the adoption of an ordinance approving this Agreement.

**NOW, THEREFORE,** for and in consideration of the foregoing recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

- 1. Effective Date. This Agreement is effective as of November 13, 2023 ("Effective Date").
- 2. Effect of Agreement. This Agreement only affects the rights of Salisbury and Granite Quarry as to each other. This Agreement does not affect the rights of any municipality that is not a party to this Agreement, nor does it affect the rights of Salisbury or Granite Quarry as to any other municipality that is not a party to this Agreement. This Agreement does not affect, and shall not be construed as to affect, any area except those areas specifically identified in paragraph 3. The Parties acknowledge that there are areas between the Parties' existing corporate limits and the corporate limits of other municipalities that require further study and agreement as it relates to growth and municipal service delivery. The Parties intend to work together in good faith, and to work with other municipalities in good faith, to study and enter into agreements for areas not affected by this Agreement.

- 3. <u>Annexation Agreement</u>. The Parties agree to exercise annexation authority, or to refrain from exercising annexation authority, in accordance with this paragraph.
  - a. **Non-Annexation Areas**. The Parties have identified areas where each municipality is best able to provide municipal services and achieve orderly growth for the public benefit. For purposes of this Agreement, these growth areas are referred to as "Non-Annexation Areas." Within these Non-Annexation Areas, the Parties Agree as follows:
    - i. Salisbury shall not annex any property within **Granite Quarry's Non-Annexation Areas**.
    - ii. Except where authorized by a subsequent annexation agreement between Salisbury and Granite Quarry, Faith, or China Grove, Salisbury shall not annex any property that is either (1) to the east of Old Concord Road between Webb Road and St. Paul's Church Road; or (2) to the south of Webb Road between Interstate 85 and Old Concord Road.
    - iii. Granite Quarry shall not annex any property within Salisbury's Non-Annexation Areas.

The Non-Annexation Areas referenced in this section are described in the attached **Exhibit A**, which is attached to this Agreement and incorporated by reference.

b. Area Identified for Further Study. The Parties have identified an area between the Parties' existing corporate limits, and between the Parties' existing corporate limits and the corporate limits of the Town of East Spencer, that is urbanizing and that requires further study and agreement. For purposes of this Agreement, this area is referred to as the "Area Identified for Further Study." Within the Area Identified for Further Study, neither Party shall annex any property without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

The Area Identified for Further Study referenced in this paragraph 3.b. is described in the attached **Exhibit A**, which is attached to this Agreement and incorporated by reference.

- c. Extraterrestrial Jurisdictions (ETJ). Neither Party shall annex any property within the ETJ of the other Party as it exists on the date of this Agreement.
- 4. Notice of annexations. The Parties waive the notice required by G.S. §160A-58.24(a)(5) and (b) for any annexations pursuant to this Agreement.
- 5. <u>Annexations to comply with law</u>. Annexation by either Party pursuant to this Agreement shall comply with applicable law, including as applicable Parts 1 and 4 of Article 4A of Chapter 160A of the North Carolina General Statutes.

- 6. <u>Utility service</u>. The Parties acknowledge that Salisbury owns and operates a regional water and sewer utility known as Salisbury-Rowan Utilities ("SRU") that provides utility service to Salisbury, Granite Quarry, and much of the area depicted in <u>Exhibit A</u>. Within any area Granite Quarry lawfully exercises its annexation authority, unless otherwise required by law, and to the extent Granite Quarry lawfully conditions connecting to SRU's system on the requesting party petitioning Granite Quarry for voluntary annexation, SRU agrees to comply with that condition and not provide utility service unless and until the requesting party meets all of Granite Quarry's conditions for connecting.
- 7. <u>Term</u>. The term of this Agreement shall be for a period of twenty (20) years beginning on the Effective Date of this Agreement ("Term").
- 8. <u>Termination</u>. This Agreement may be terminated by either Party in the manner prescribed by G.S. §160A- 58.24(f).
- 9. <u>Modifications and Amendments</u>. This Agreement may only be modified or amended by a subsequent agreement signed by both Parties pursuant to G.S. §160A-58.24(d). Any amendments to this Agreement shall be approved by ordinance and adopted after public hearings by both Parties.
- 10. <u>Notices</u>. Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail to the Parties at the addresses shown below:

City of Salisbury PO Box 479 Salisbury, North Carolina 28145 Attention: City Manager

Town of Granite Quarry PO Box 351 Granite Quarry, NC 28072 Attention: Town Manager

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the U.S. Postal Service. Any Party may change the person to whom or the address to which notices should be provided by giving written notice to the other Party of the change.

11. <u>Dispute Resolution</u>. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes, or other controversies arising out of this Agreement between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Rowan County, North Carolina.

- 12. No Waiver of Non-Compliance. No provision of this Agreement shall be deemed to have been waived by any Party unless such waiver shall be in writing and executed in the same formality as this Agreement. The failure of any Party at any time to require strict performance by the other of any provision of this Agreement shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party of any breach of any provision of this Agreement by the other Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 13. <u>Entire Agreement</u>. This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to its subject matter.
- 14. <u>Severability</u>. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- 15. **Governing Law**. This Agreement shall be governed by the law of the State of North Carolina.
- 16. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned or faxed signatures or copies of this Agreement will have the same validity and force as an "original."

[THIS PART INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE.]

governing boards spread upon	their minut	ne Parties, pursuant to ordinances of their respective tes, have caused this Agreement to be executed and eals affixed, the day and year written below.
Adopted this the d	ay of	, 2023.
		TOWN OF GRANITE QUARRY
ATTEST:	BY:	Brittany H. Barnhardt, Mayor
Aubrey Smith, Town Clerk		

governing boards spread upon their minut	ne Parties, pursuant to ordinances of their respective tes, have caused this Agreement to be executed and teals affixed, the day and year written below.
Adopted this the day of	, 2023.
	CITY OF SALISBURY
BY:	Karen K. Alexander, Mayor
ATTEST:	
Connie Snyder, City Clerk	

#### **EXHIBIT A**

The following descriptions <u>exclude</u> the following: (1) any property within the corporate limits of any municipality on the date of this Agreement, which can only be de-annexed or annexed by another municipality by act of the North Carolina General Assembly. And (2) any property within the extraterritorial jurisdictional limits (ETJ) of any municipality on the date of this Agreement, which, pursuant to the Agreement, may only be annexed by the municipality that exercises ETJ over the property. In the event that either Salisbury or Granite Quarry relinquish ETJ during the Term of this Agreement, this exclusion no longer applies and the property, without further action by either Party, shall become part of the respective non-annexation area if the property is within any boundary described in this Exhibit A.

#### A. Non-Annexation Area A (Interstate 85)

Salisbury's Non-Annexation Area A is defined as that area bounded by the following: The Point of Beginning is the intersection of Webb Road and Interstate I-85. Thence in a northerly direction along Interstate 85 to a point in the northeast corner of an approximately 0.91-acre parcel identified as parcel 401-043 (now or formerly owned by David K. Shinn, Book 781, Page 257). Thence with the eastern boundary of parcel 401-043 a distance of 74 feet, more or less, to a point in the line of an approximately 3.81-acre parcel identified as 401-109 (now or formerly owned by David K. Shinn, Book 781, Page 257). Thence with the northern boundary of parcel 401-109 in an easterly direction a distance of 550 feet, more or less, to a point, said point being the common corner of parcels 401-109, 401-108 (NC Salisbury, LLC, now or formerly), and 401-116 (Rowan-Salisbury Board of Education, now or formerly). Thence with the eastern boundary of parcel 401-109 a distance of 158.4 feet, more or less, to a point in the northeast corner of an approximately 2.04-acre parcel identified as parcel 401-054 (now or formerly owned by Larry G. Campbell and wife, Phyllis E. Campbell, Book 610, Page 703). Thence with the eastern boundary of parcel 401-054 in a southerly direction a distance of 89.1 feet, more or less, to a point in the line of an approximately 2.81-acre parcel identified as 401-053 (now or formerly owned by Larry G. Campbell and wife, Phyllis E. Campbell). Thence with the eastern boundary of parcel 401-053 continuing in a southerly direction a distance of 16.5 feet, more or less, to a point, said point being a common corner of parcels 401-053 and 401-116 (Rowan-Salisbury Board of Education, now or formerly). Thence with the northern boundary of parcel 401-053 in an easterly direction a distance of 330.5 feet, more or less, to a point, said point being in the line of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly). Thence with the eastern boundary of parcel 401-053 in a southerly direction a distance of 94.1 feet, more or less, to a point, said point being in the line of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly) and being the common corner of parcel 401-053 and an approximately 4.59-acre parcel identified as 401-017 (now or formerly owned by Shirley P. Hoosier, Book 1055, Page 872). Thence with the eastern boundary of parcel 401-017 continuing in a southerly direction a distance of 178.2 feet, more or less, to a point, said point being in the line of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly) and being the common corner of 401-017 and an approximately 6.98acre parcel identified as 401-019 (now or formerly owned by Bowtie Properties, LLC, Book 1342, Page 832). Thence with the eastern boundary of parcel 401-019 continuing in a southerly direction a distance of 178.2 feet, more or less, to a point, said point being in the line of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly) and being the common corner of 401-

019 and an approximately 16.85-acre parcel identified as 401-A-031 (now or formerly owned by Bowtie Properties, LLC, Book 1265, Page 285). Thence with the eastern boundary of parcel 401-A-031 continuing in a southerly direction (along the common lines of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly) and those parcels in Stafford Estates (Book 9995, Page 3001) a distance of 1,650 feet, more or less, to a point, said point being the southeastern corner of 401-A-031. Thence with the southern boundary of parcel 401-A-031 in a westerly direction (along the common lines of those parcels in Stafford Estates) to a point, said point being the northeast corner of an approximately 26.83-acre parcel identified as 406-003 (now or formerly owned by Robert K. Boles and wife, Cynthia S. Boles, Book 1092, Page 974). Thence with the eastern boundary of parcel 406-003 in a southerly direction (along the common lines of those parcels in Stafford Estates) a distance of 569 feet, more or less, to a point, said point being the common corner of 406-003 and an approximately 13.89-acre parcel identified as 406-005 (now or formerly owned by James R. Kerns, Jr.). Thence with the eastern boundary of parcel 406-005 in a southerly direction (along the common lines of those parcels in Stafford Estates) a distance of 585 feet, more or less, to a point, said point being the southeast corner of parcel 406-005 and in the common line of those parcels in Orchard Hills (Book 9995, Page 1181). Thence with the southern boundary of 406-005 in a westerly direction (along the common lines of those parcels in Orchard Hills) a distance of 1,048.65 feet, more or less, to a point, said point being in the line of Orchard Hills and the common corner of parcel 406-005 and an approximately 3.97-acre parcel identified as parcel 406-056 (now or formerly owned by Lois H. Walton and Roger K. Walton, Book 649, Page 230). Thence with the southern boundary of parcel 406-056 in a westerly direction (along the common lines of those parcels in Orchard Hills) a distance of 247.7 feet, more or less, to a point in the line of an approximately 2.06-acre parcel identified as parcel 406-045 (now or formerly owned by Toa Nguyen and wife, Anh Tran, Book 1321, Page 28). Thence with the eastern boundary of parcel 406-045 in a southerly direction (along the common lines of those parcels in Orchard Hills) a distance of 154.02 feet, more or less, to a point, said point being the common corner of parcel 406-045 and an approximately 1.76-acre identified as parcel 406-006 (now or formerly owned by Abel C. Arreola, Book 1276, Page 41). Thence with the eastern boundary of parcel 406-006 in a southerly direction (along the common lines of those parcels in Orchard Hills) a distance of 420.4 feet, more or less, to a point in the line of Peach Orchard Road. Thence along Peach Orchard Road in an easterly direction to Old Concord Road. Thence in a southerly direction along Old Concord Road to Webb Road. Thence in a westerly direction along Webb Road to Interstate 85, the Point of Beginning.

The parcel numbers refer to Rowan County Parcel Identification numbers. The book and page references are to the Rowan County Registry.

The Salisbury Non-Annexation Area A also includes all property west of Interstate 85. The Salisbury Non-Annexation Area A is labeled as such on the attached map, which is incorporated by reference.

2. Granite Quarry's Non-Annexation Area A is defined as that area bounded by the following: The Point of Beginning is the intersection of Julian Road and Interstate 85. Thence in an easterly direction along Julian Road to Heilig Road. Thence continuing in an easterly direction along Heilig Road to Faith Road. Thence in a southerly direction along Faith Road to St. Paul's Church Road. Thence in a westerly direction along St. Paul's Church Road to Old Concord Road. Thence in a

northerly direction along Old Concord Road to Peach Orchard Road. Thence in a westerly direction along Peach Orchard Road to Interstate 85, the Point of Beginning.

Less and except that portion North of Peach Orchard Road included in Salisbury's Non-Annexation Area A.

The Granite Quarry Non-Annexation Area A is labeled as such on the attached map, which is incorporated by reference.

#### B. Non-Annexation Area B (Stokes Ferry Road)

1. Salisbury's Non-Annexation Area B is defined as that area bounded by the following: The Point of Beginning is the intersection of Dunns Mountain Road and Stokes Ferry Road. Thence in a northeasterly direction along Dunns Mountain Road to Bringle Ferry Road. Thence in a northwesterly direction along Bringle Ferry Road to the point at which Bringle Ferry Road crosses Interstate 85. Thence in a southwesterly direction along Interstate 85 to East Innes Street. Thence in a southeasterly direction along East Innes Street to Stokes Ferry Road. Thence continuing in a southeasterly direction along Stokes Ferry Road to Dunns Mountain Road, the Point of Beginning.

The Salisbury Non-Annexation Area B is labeled as such on the attached map, which is incorporated by reference.

2. Granite Quarry's Non-Annexation Area B is defined as that area bounded by the following: The Point of Beginning is the intersection of Dunns Mountain Road and Stokes Ferry Road. Thence in a southeasterly direction along Stokes Ferry Road to Oddie Road. Thence in a southerly direction along Oddie Road to Fish Pond Road. Thence in a westerly direction along Fish Pond Road to Brown Acres Road. Thence in a southwesterly direction along Brown Acres Road to US Highway 52. Thence in a northwesterly direction along US Highway 52 to Jake Alexander Boulevard. Thence in a northeasterly direction along Jake Alexander Boulevard to Stokes Ferry Road. Thence in a southeasterly direction along Stokes Ferry Road to Dunns Mountain Road, the Point of Beginning.

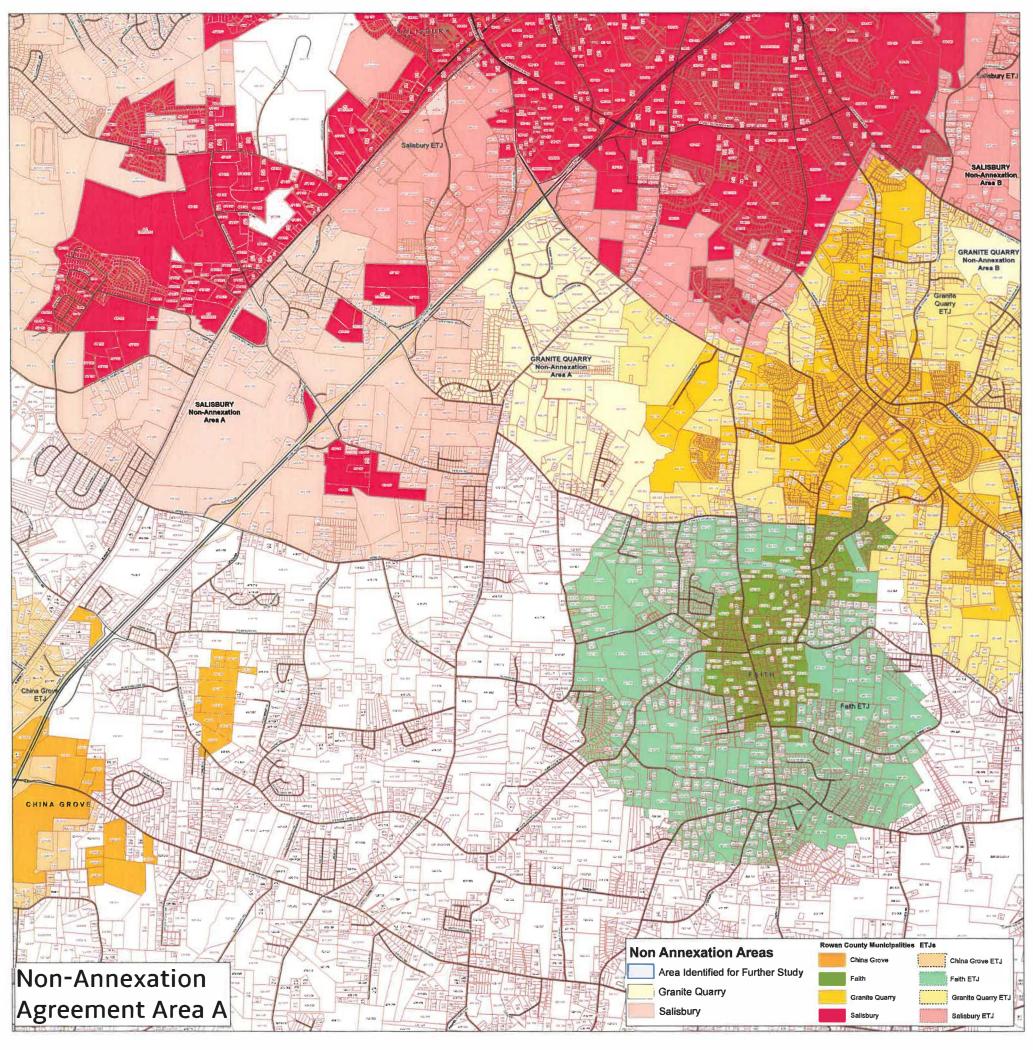
The Granite Quarry Non-Annexation Area B is labeled as such on the attached map, which is incorporated by reference.

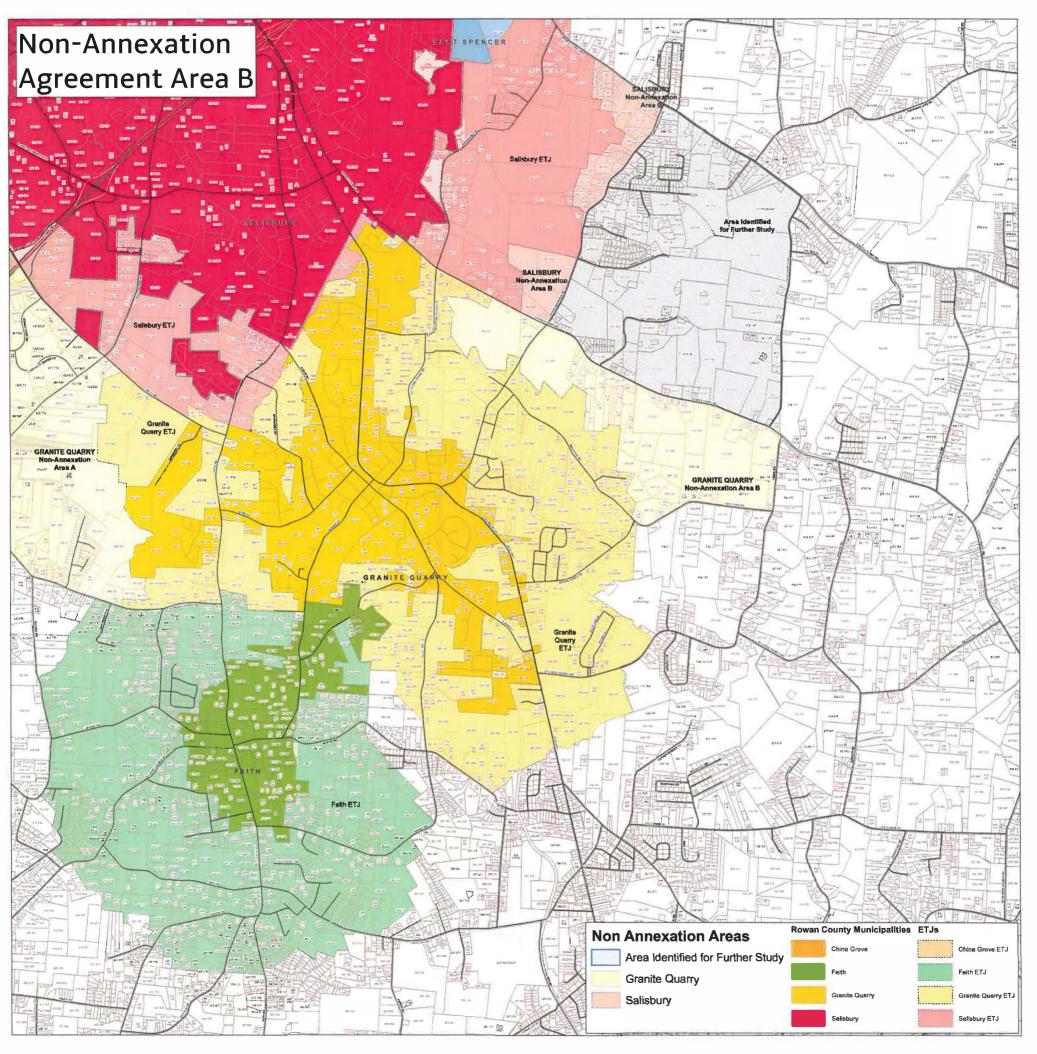
#### C. Area Identified for Further Study

The Parties have identified the following area as an "Area Identified for Further Study":

The area bounded by Bringle Ferry Road to the north, Union Church Road to the east, Stokes Ferry Road to the south, and Dunns Mountain Road to the west. This area is subject to ongoing negotiations between Granite Quarry, Salisbury, and the Town of East Spencer.

The Area Identified for Further Study is labeled as such on the attached map, which is incorporated by reference.





#### **Agenda Item Summary**

Regular Meeting November 13, 2023 Agenda Item 7

#### 2023-11-13 Motion Made By: <u>Summary</u>: Jim Costantino Planning, Zoning, and Subdivision Administrator Richard Flowe will present on the proposed amendments to the Zoning Map as John Linker recommended by the Planning Board at its October 2, 2023 Doug Shelton meeting. Jeff Cannon Second By: Jim Costantino Attachments: John Linker • Ordinance ZMA-2023-11-13 Doug Shelton Rezoning Application – Brown Jeff Cannon • Rezoning Application – LGI For: Jim Costantino John Linker Doug Shelton Jeff Cannon Against: Jim Costantino John Linker Doug Shelton Jeff Cannon In case of tie: Mayor Brittany Barnhardt For Action Requested: Against

**Zoning Map Amendment** 

Town of Granite Quarry Page 57

Motion to adopt Ordinance ZMA-2023-11-13.

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

Ordinance #ZMA-2023-11-13

Page 58

**BE IT ORDAINED** by the Mayor and Board of Aldermen of the Town of Granite Quarry, North Carolina that the Official Zoning Map (OZM) of the Granite Quarry Development Ordinance (GQDO) be amended in accordance with both GQDO Article 5 and Article 6 of G.S. Chapter 160D. The subject properties of each of the following:

- 1. Errin C. Brown and Andrea T. Brown, described as Rowan parcel located at 0 St Paul's Church Road (Parcel 404 104, PIN 5667-06-37-0724) and described with illustration in Exhibit "A" attached hereto. Said parcel consists of approximately 18,36 acres.
- 2. LGI Homes NC, LLC, described as Rowan parcel with no address assigned (Parcel 404 154, PIN 5667-05-28-2884) formerly part of Village at Granite and described with illustration in Exhibit "B" attached hereto. Said parcel consists of approximately 58.19 acres.

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

The Board of Aldermen finds that a zoning map amendment applicable to the subject properties, from "Agricultural (AG)" and "Planned Unit Development (PUD)" establishing a new zoning designation in accordance with G.S. 160D-604(a) of "Single Family Residential - 2 (SFR-2)" is consistent with the Town's 2040 Comprehensive Land Use & Master Plan (the Plan) and the "Neighborhood" designation upon the majority of the subject property and adjacent to the remainder of the property on the eastern side as appearing on the Plan's "Future Land Use Map" therein as amended, as required by G.S. 160D-605(a).

#### Part 2. Statement of Reasonableness.

This amendment is reasonable because the subject property allows for the growth and expansion of neighborhoods supporting the local economic base of the Town while improving access to quality open spaces and environmental amenities to improve the quality of life for Granite Quarry residents by enabling additional housing opportunities developed in accordance with the GQDO.

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

That Rowan County Parcels 404 104, PIN 5667-06-37-0724, and 404 154, PIN 5667-05-28-2884 as shown in Exhibits "A" and "B", attached hereto shall be designated "Single Family Residential - 2 (SFR-2)" on the Official Zoning Map. Said parcels consisting of approximately 77.55 acres in total.

#### Part 4. Amendment of Future Land Use Map.

**Town of Granite Quarry** 

That Rowan County Parcel 404 104, PIN 5667-06-37-0724, as shown in Exhibit "A", attached hereto, shall be designated "Neighborhood" on the Future Land Use Map.

#### Part 5. Effective Date.

This Ordinance shall be effective at 12:01 AM on the 14<sup>th</sup> day of November 2023.

Adopted this 13th day of November 2023.

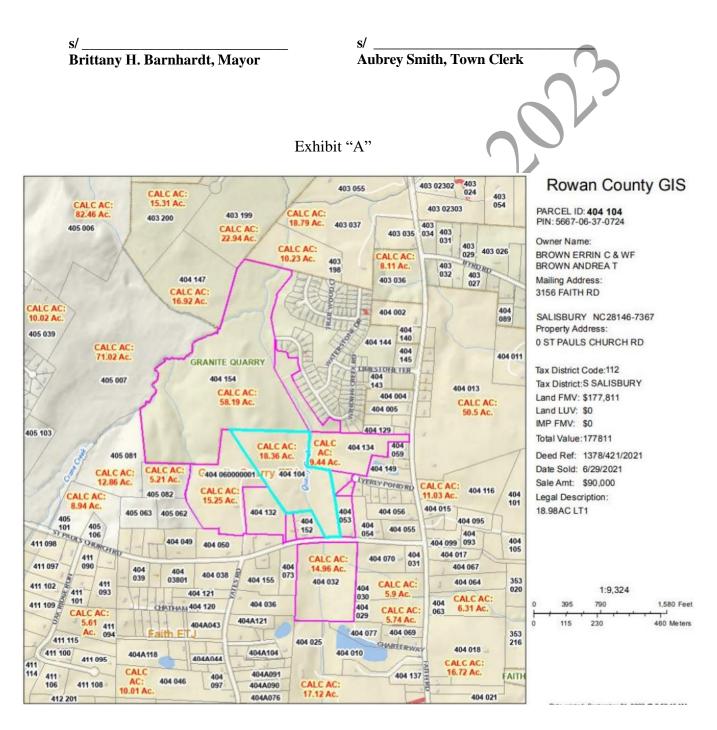
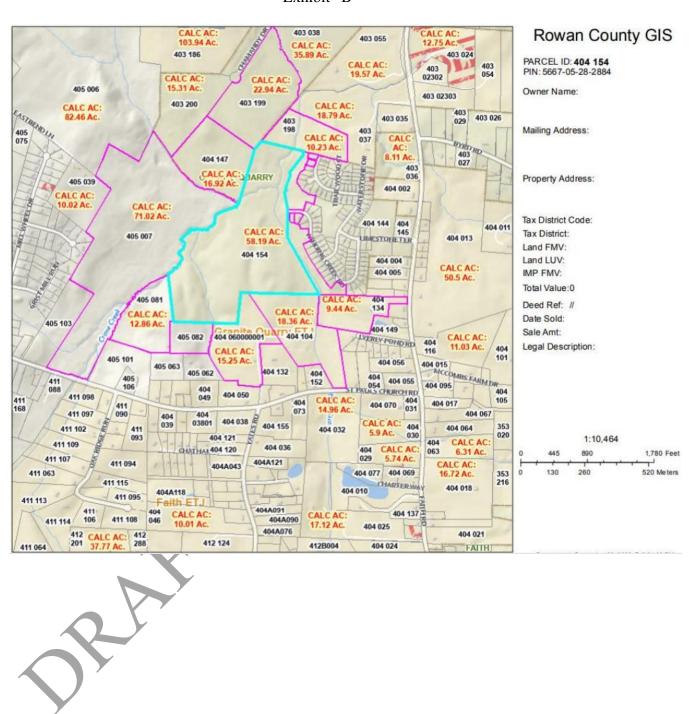


Exhibit "B"





#### **PROPOSED**

## AN AMENDMENT TO THE ZONING MAP OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA

Applicant/Owner(s):

<u> </u>		
Name(s)	Errin & Andrea Brown	
Address	3156 Faith Road, Salisbury, NC 28146	
Telephone	704-202-1588	
E-Mail	errinbrowninc@gmail.com	

#### **Project and Property Information:**

Property	0 St Pauls Church Road. Parcel 404 104. PIN 5667-06-37-0724
Location/Address	
Existing Zoning	AG – Agriculture
Map District	
Proposed Zoning	SFR-2 – Single Family Residential
Map District	

This proposal to change the zoning classification is made with the understanding that the Planning Board and Board of Aldermen consideration of a zoning change is to be based on the suitability of the above area for the zoning classification proposed and not for any singular use or development to be placed thereon. Therefore, the reasons or justification for the proposed district are: Parcel 404 104 is currently zoned AG – Agriculture. The Town of Granite Quarry Future Land Use Map identifies the parcel rural. The intent is to uniformly the zone the parcel with adjacent properties, which are identified as Neighborhood on the Future Land Use Map and zoned SFR-2, Single Family Residential. The petitioner's intent is to include the parcel in a residential development with up to 100 lots.

The following are all the persons, firms, or corporations owning property:

- Within the area proposed for zone change.
- Adjacent to and within 100 feet of both sides and rear of the property of the proposed zone change.
- Directly across the street from the property of the proposed zone change for a depth of 100 feet from the street.

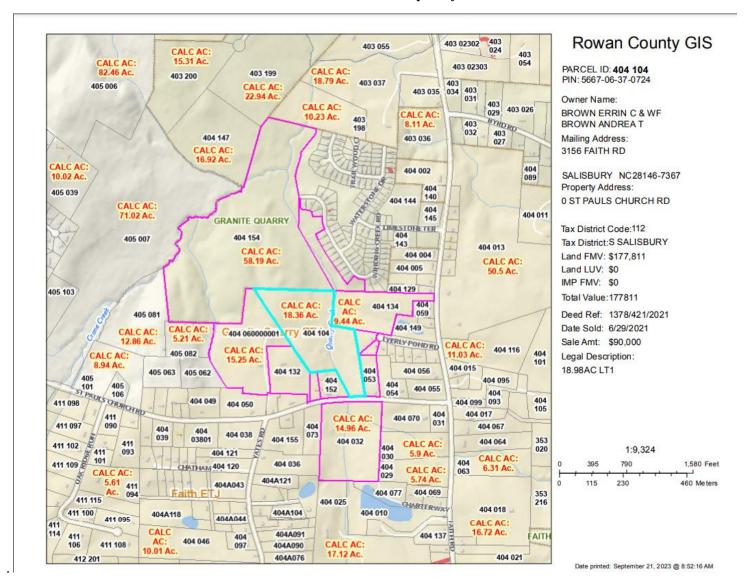
Parcel Number	Name of Property Owner	Mailing Address
404 154	LGI Homes NC, LLC	1450 Lake Robbins Dr, STE #450
		The Woodland, TX 77380
404 057	Michael Walls & Kaycie Vanhoy	175 Lyerly Pond Rd
		Salisbury, NC 28146
404 132	Todd & Laurie Hayden	1655 St Pauls Church Rd
		Salisbury, NC 28146
404 084	Nocholas Basinger	185 Lyerly Pond Rd
		Salisbury, NC 28146
404 153	J Gardner Properties LLC	4345 Mt Hope Church Rd
		Salisbury, NC 28146
404 134	Errin & Andrea Brown	3516 Faith Rd
		Salisbury, NC 28146
404 053	Melissa Little	1811 St Pauls Church Rd
		Salisbury, NC 28146
404 032	Von Brown	1940 Faith Rd
		Salisbury, NC 28146
404 104	Errin & Andrea Brown	3516 Faith Rd
		Salisbury, NC 28146
404B101	Village at Granite HOA INC	3037 Sherman Dr
		Lancaster, SC 29720
404060000001	Todd & Laurie Hayden	1655 St Pauls Church Rd
		Salisbury, NC 28146
404 152	J Gardner Properties LLC	4345 Mt Hope Church Rd
		Salisbury, NC 28146

(Use additional sheets if necessary)

## ALL INFORMATION FURNISHED HEREIN IS TRUE AND FACTUAL INFORMATION CONCERNING THIS PROPOSAL.

Applicant Printed Name(s):	Applicant Address(es):	Applicant Signature(s):
Errin C. Brown	3156 Faith Rd	DocuSigned by:
Andrea T. Brown	Salisbury, NC 28146	Errin Brown
		04BD752E94904D4

\*A filing fee of (\$875 + \$125 advertising cost = \$1,000) must accompany each proposed zoning map amendment at the time it is filed with the Town of Granite Quarry



\*A copy of a county tax map which shows subject property and other surrounding properties must accompany this proposal. The property for which a zoning change is proposed must be clearly indicated on the tax map. (Tax maps may be obtained at the Tax Supervisor's Office, Rowan County Office Building.)

For Office Use Only:	
Date of Filing:	Case Number:
· ·	



#### **PROPOSED**

## AN AMENDMENT TO THE ZONING MAP OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA

Applicant/Owner(s):

ppiicaire o	<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>
Name(s)	LGI Homes - NC, LLC
Address	1450 Lake Robbins Dr, STE #450, The Woodland, TX 77380
Telephone	704-297-0693
E-Mail	<u>Jeff.webb@lgihomes.com</u>

#### **Project and Property Information:**

•	
Property Location/Address	No address Assigned. Parcel 404 154. PIN 5667-05-28-2884
Existing Zoning Map District	PUD (CUD) - Planned Unit Development (Conditional Use District)
Proposed Zoning Map District	SFR-2 – Single Family Residential

This proposal to change the zoning classification is made with the understanding that the Planning Board and Board of Aldermen consideration of a zoning change is to be based on the suitability of the above area for the zoning classification proposed and not for any singular use or development to be placed thereon. Therefore, the reasons or justification for the proposed district are: Parcel 404 154 is currently zoned CUD (PUD) from a previous entitlement effort. The district allows up to 132 single family lots across 58.19 acres, or 2.27 dwellings per acre. Rezoning the parcel to SFR-2 aligns with the current Unified Development Ordinance (UDO) and Future Land Use Map (FLUM) recommendation, making the request consistent with comprehensive planning efforts. The petitioner's intent is to include the parcel in a residential development with up to 100 lots.

(Use additional sheets if necessary)

The following are all the persons, firms, or corporations owning property:

- Within the area proposed for zone change.
- Adjacent to and within 100 feet of both sides and rear of the property of the proposed zone change.
- Directly across the street from the property of the proposed zone change for a depth of 100 feet from the street.

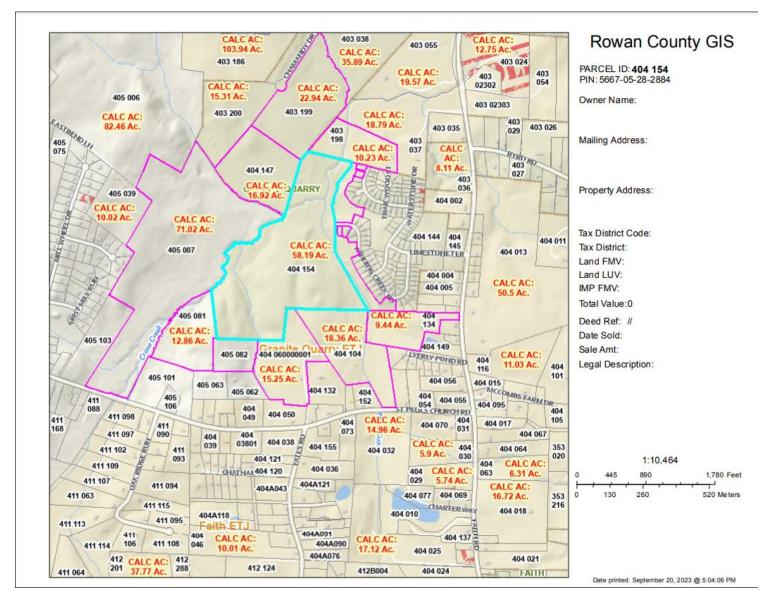
Parcel Number	Name of Property Owner	Mailing Address
404C002	Angela Lopez Balonado	1335 Standing Oak Dr,
		Salisbury, NC 28146
405 081	Ronald Eugene Earnhardt	230 Southern Breeze Ln,
		Salisbury, NC 28146
404B100	Village at Granite HOA Inc	1450 Lake Robbins Dr, STE 430,
		Spring, TX 77380
404C011	Jonathan & Charles Curtis	1335 Winding Creek Rd,
		Salisbury, NC 28146
404C001	Joseph Martine, Jr.	1345 Winding Creek Rd,
	T start and the	Salisbury, NC 28146
404C010	Corsica Taylor	1345 Winding Creek Rd,
		Salisbury, NC 28146
404 134	Errin & Andrea Brown	3156 Faith Rd
		SALISBURY, NC 28146
403 199	Rowan County	130 W Innes St
404B101	Welle me at Chanite HOA Inc	SALISBURY, NC 2814 3037 Sherman Dr
404D101	Vollage at Granite HOA Inc	Lancaster, SC 29720
404 147	Town of Granite Quarry	225 N Main St STE 200
101 111	10wii of Grainte Quarry	Salisbury, NC 2814
404 104	Errin & Andrea Brown	3156 Faith Rd
		Salisbury, NC 28146
404 154	LGI Homes NC, LLC	1450 Lake Robbins Dr, STE #450
101 101	Bar Homes Ive, BBe	The Woodland, TX 77380
405 082	Franklin Lee Earnhardt	260 Southern Breeze Ln,
		Salisbury, NC 28146
405 007	Ronald & Donna Earnhardt	230 Southern Breeze Ln,
		Salisbury, NC 28146
404	Todd & Laurie Hayden	1655 St Pauls Church Road,
060000001		Salisbury NC 28146
403 198	Brandt Zeb Ronzello	2740 FAITH RD
		SALISBURY, NC 28146

(Use additional sheets if necessary)

## ALL INFORMATION FURNISHED HEREIN IS TRUE AND FACTUAL INFORMATION CONCERNING THIS PROPOSAL.

Applicant Frinted Name(s):	Applicant Address(es):	Applicant Signature(s):
Jeff Webb	3037 Sherman Drive Lancaster, SC 39720	DocuSigned by:  Juff Wulb
		4 7 9 8 4 1 7 5 8 3 6 1 4 6 7 7 2 2 2

<sup>\*</sup>A copy of a county tax map which shows subject property and other surrounding properties must accompany this proposal. The property for which a zoning change is proposed must be clearly indicated on the tax map. (Tax maps may be obtained at the Tax Supervisor's Office, Rowan County Office Building.)



#### For Office Use Only:

Date of Filing:	Case Number:

<sup>\*</sup>A filing fee of (\$875 + \$125 advertising cost = \$1,000) must accompany each proposed zoning map amendment at the time it is filed with the Town of Granite Quarry.

#### **SUMMARY**

TO: Board of Aldermen FROM: Town Manager

**RE:** Town Manager Evaluation Process and Tool

DATE: 11/13/2023



<u>Tool</u> The Town and its Manager have an Employment Agreement for terms and conditions of employment. This includes jointly developing the specific criteria of the Manager's annual performance evaluation. That criteria may be consensually added to or deleted from in consultation with the Manager.

Following this year's evaluation, the Board recommended striking 3 criteria that a majority of members felt were not applicable or not observable. Manager consensually agreed to remove those 3 items. That amendment was therefore brought back to the 5/8/23 meeting agenda. The Board continued the agenda item to this (November) meeting agenda.

The performance evaluation tool as amended is again attached.

<u>Timeline</u> Our Agreement specifies following the same timeline as Town policy for general employees, which is to evaluate performance and compensation by employees' anniversary dates. The Manager's anniversary date is March 9. The Board's regular monthly March meeting date will always fall close to that/likely within the same pay cycle, which is why the Manager's evaluation is scheduled on the regular March meeting date.

**Process** The adopted process is laid out on page 2 of the attached evaluation. It is fairly standard and straightforward as it is based on its proven effectiveness when followed. The past few years the Board has deviated from the process, which has led to confusion, multiple meetings just to conduct the evaluation, and has hampered its transparency, effectiveness, and productiveness. As summarized last year:

No one likes to have hard or uncomfortable conversations, but it is actually <u>crucial</u> that a Manager be included in his/her Board's consensus discussion. It is the only way to ensure that the Manager has a full understanding of the Council's candid assessment. It also helps him/her to understand individual Board members' perspectives, which builds a more cohesive working relationship both individually and with the Board collectively as a unit.

So please trust me to sit in and listen objectively, not take anything personally, answer any questions, (and) otherwise just continue to gain a better understanding of our needs and goals as a team.

The primary purpose of this process is to help the collective Governing Board and its Manager develop & work *as a team* to ensure stability and success for the local government. I am entirely agreeable to discussing potential amendments when it will clearly be productive and move the organization forward.

My strong recommendation is to follow the adopted process in the upcoming evaluation, which includes each board member completing the evaluation tool as an individual and then meeting together with the Manager to discuss performance and reach a consensus score. The Manager <u>is</u> the Board's professional expert hired to help with its goals and objectives. If the process is followed and a majority of the Board still have issues, I will *then* be in a position to better help address them directly or enlist an outside source.

#### Recommended Action(s):

- Motion to strike criteria 2 A, B, and C from the annual Town Manager evaluation tool.
- Consensus/Motion to follow the agreed-upon, adopted process in the upcoming Town Manager evaluation and debrief on any issues or potential improvements immediately following it.



# ANNUAL TOWN MANAGER PERFORMANCE EVALUATION

EVALUATION PERIOD FOR March 2023 – March 2024

Town of Granite Quarry

#### **Town of Granite Quarry Performance Evaluation**

#### **Town Manager**

#### **PURPOSE**

The purpose of the annual evaluation is to take a realistic snapshot of the Manager's job performance and provide a vehicle for productive discussion between the Board as a collective governing body and the Manager on the Manager's strengths and areas for improvement. Annual evaluations are never intended to take the place of continued feedback throughout the rest of the course of the year.

It is also when the Board and Manager define / refine such goals and performance objectives necessary for the proper operation of the Town and to attain the Board's policy objectives; establishing a relative priority among those goals and objectives which shall generally be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided.

Lastly, the Board reviews the Manager's salary, and any increase after consideration shall be made at the same time as similar consideration is given to other general employees of the Town.

#### **PROCESS**

- 1. The Town Manager completes a self-evaluation and returns it to the Town Clerk.
- 2. The Clerk distributes the Manager's Performance Evaluation form and self-evaluation to the Town Board for review.
- 3. Each Board member individually completes a performance evaluation for the Town Manager and returns it to the Clerk.
- 4. The Clerk tabulates the results, creates a compiled evaluation of responses and a compiled scorecard, then distributes those compiled materials to Manager and Board members.
- 5. The Board meets in executive session with the Manager to discuss his/her evaluation. Each individual Board member's input and opinions is valued, but simply averaging individual scores would misrepresent the collective role of the Board as a governing body. The Board should discuss and establish a consensus score for each item as a clear and accurate representation of the Board majority.

#### **INSTRUCTIONS**

Review the Manager's work performance for the entire period; try to refrain from basing judgement on recent events or isolated incidents only. Disregard your general impression of the Manager and concentrate on one factor at a time.

Evaluate the Manager on the basis of expectation standards the Board has established for the job to which assigned considering the length of time in the job. Mark (X) the rating which most accurately reflects the level of performance for the factor appraised using the rating scale described below.

#### **Performance Evaluation**

Town Mana	ger			Da	te:			
RATING SCAL	E DEFI	NITIONS (1-5)						
Unsatisfactory	(1)	The Manager's work performance is ina standards of performance required for the be allowed to continue.	-			•		
Improvement Needed	(2)	The Manager's work performance does rethe position. Serious effort is needed to im-			•	the sta	andard	ls of
Meets (3) The Manager's work performance consistently meets the position.						standaı	rds of	the
Exceeds Job Standards	(4)	<u> </u>	The Manager's work performance is frequently or consistently above the standards of the position but has not achieved an overall level of outstanding performance.					
Outstanding	(5)	The Manager's work performance is conthe standards of the position.	sistentl	y exce	llent w	hen co	mpare	d to
Not Applicable	(N/A)	The criteria was not observed or not appli-	cable d	uring tl	nis eval	luation	period	1.
I. <u>Performan</u> 1. <u>Town Boan</u>	. Performance Evaluation and Achievements		1	2	2	4	<u>5</u>	N/A
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>3</u>	N/A
	Cown Bo	lements policies and programs approved ard.						
B. Reporting and thou	_	e Town Board is timely, clear, concise,						
_	direction manner	on/instructions by the Town Board in a						
D. Effective range go	•	the Town Board in establishing long						
activitie technolo	s of ad	n Board informed of current plans and ministration and new developments in gislation, governmental practices, and						
Comments:								

<del>2.</del>	Public Relations	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	N/A
	A. Projects a positive public image.						
	B. Is courteous to the public at all times.						
	C. Maintains effective relations with media representatives.						
	<del>Comments:</del>						
3.	<b>Employee Relations</b>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>N/A</u>
	A. Seeks to develop skills and abilities of employees.						
	D. M. C. 1 1 1 1 1 1 1 1 C.						
	B. Motivates employees toward the accomplishment of goals and objectives.						
	goals and objectives.						
	goals and objectives.  C. Delegates appropriate responsibilities.						
	goals and objectives.  C. Delegates appropriate responsibilities.  D. Effectively evaluates performance of employees.						
Í	goals and objectives.  C. Delegates appropriate responsibilities.  D. Effectively evaluates performance of employees.  E. Uses effective supervisory skills.						
	goals and objectives.  C. Delegates appropriate responsibilities.  D. Effectively evaluates performance of employees.  E. Uses effective supervisory skills.  F. Recruits and hires qualified and effective staff.						
	goals and objectives.  C. Delegates appropriate responsibilities.  D. Effectively evaluates performance of employees.  E. Uses effective supervisory skills.  F. Recruits and hires qualified and effective staff.						

H C I	<ul> <li>A. Prepares realistic annual budget.</li> <li>B. Seeks efficiency, economy, and effectiveness in all programs.</li> <li>C. Controls expenditures in accordance with approved budget.</li> <li>D. Keeps Town Board informed about revenues and expenditures, actual and projected.</li> <li>E. Proposes budget that addresses the Town Board's goals</li> </ul>						
I H	programs.  C. Controls expenditures in accordance with approved budget.  D. Keeps Town Board informed about revenues and expenditures, actual and projected.						
I	budget.  D. Keeps Town Board informed about revenues and expenditures, actual and projected.	_					
Ι	expenditures, actual and projected.					-	
	3. Proposes budget that addresses the Town Board's goals						
	and objectives.  comments:						
	minerus.						
5. (	Communication	<u>1</u>	<u>2</u>	<u>3</u>		<u>5</u>	N/A
	A. Oral communication is clear, concise, and articulate.	<u> </u>	<u>=</u>		<u>-</u>		<u> </u>
	3. Written communications are clear, concise, and accurate.						
	omments:						Ш
			_				_
6. <u>C</u>	Quantity/Quality	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>N/A</u>
A	A. Amount of work performed.						
F	3. Completion of work on time (meets deadlines).						
(	C. Accuracy.						
	D. Thoroughness.						
	omments:						

7.	Personal Traits	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>N/A</u>
	A. Initiative.						
	B. Judgment.						
	C. Fairness and impartiality.						
	D. Creativity.						
	Comments:						
8.	Intergovernmental Affairs	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>N/A</u>
	A. Maintains effective communication with local, regional, state, and federal government agencies.						
	B. Pursues interlocal cooperation opportunities and grants for financial resources with / from other agencies.						
	C. Contributes to good government through regular participation in local, regional, and state committees and organizations.						
	D. Advocates for Town programs and projects effectively with appropriate agencies and offices.						
	Comments:						
Acl	hievements relative to objectives for this evaluation period:						

#### II. Summary Rating

Overall Performance Rating – Considering the results obtained against established performance standards as well as overall job performance, the following rating is provided:

Unsa	atisfactory	Improvement Needed	Meets Job Standards □	Exceeds Job Standards	Outstanding
Addit	ional Comme	ents:			
III.	Future Go	oals and Objective	<u>es</u>		
1.	What did the	e Town Manager do w	ell this past year?		
2.	What could	the Town Manager im	prove upon?		
3.	Recommend	lations for Career Dev	elopment.		
4.	What should	I the Town Manager's	goals and objectives be	for the coming year?	
This e	valuation has	been reviewed and dis	scussed between the Tov	vn Board and the Town 1	Manager on:

Board of Aldermen:		
Brittany H. Barnhardt, Mayor	Date	
Town Manager:		
Larry Smith	Date	

#### **SUMMARY**

TO: Board of Aldermen FROM: Town Manager RE: Longevity Pay

DATE: 11/13/2023



Funding for projected longevity pay was adopted within the FY23-24 budget. The Board reserves consideration for actually authorizing the *expenditure* of these funds until the November meeting: partly for ceremonial purposes, but also to consider current overall conditions before giving any final approval.

#### **Recommended Action:**

Motion to approve Longevity Pay for the FY23-24.

Agenda Item Summary
Regular Meeting
November 13, 2023 Agenda Item 10

	and Comment Policy			
<u>Summary</u> : <b>Purpose</b> The purpose of Town-run social media pages will be to disseminate information to residents and stakeholders. The information will primarily be duplicate in nature, with an emphasis on and dedication to accuracy.	Motion Made By: Jim Costantino John Linker Doug Shelton Jeff Cannon			
Plan Social media accounts will not be monitored 24/7. Individual complaints, concerns, or service requests will not be addressed via social media. Individuals are encouraged to utilize the Town website's Report a Concern feature or to call Town Hall. The Town will train any employees who post to the Town's social media pages to ensure they are familiar with the Town's policy on allowable use and content.	Second By: Jim Costantino John Linker Doug Shelton Jeff Cannon			
Policy The Town will have a policy in place to guide expectations for those interacting with Granite Quarry's social media page and to ensure protection of First Amendment rights.  Attachments:  Resolution 2023-07	For: Jim Costantino John Linker Doug Shelton Jeff Cannon			
Social Media Terms of Use and Comment Policy	Against: Jim Costantino John Linker Doug Shelton Jeff Cannon			
Action Requested: Motion to adopt Resolution 2023-07 adopting the Social Media Terms of Use and Comment Policy.	In case of tie:  Mayor Brittany Barnhard  For   Against	it		

**Social Media Terms of Use** 



#### **RESOLUTION 2023-08**

## A RESOLUTION OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ADOPTING A SOCIAL MEDIA TERMS OF USE AND COMMENT POLICY

**WHEREAS**, the Town of Granite Quarry recognizes the value in using social media to broaden communication regarding government services and facilitate greater resident engagement; and

**WHEREAS,** the Town encourages the use of social media to further the goals of the Town and its departments, where appropriate, through dissemination of information about the Town's mission, meetings, activities, and current issues to members of the public; and

**WHEREAS,** the purpose of the Town's Social Media Terms of Use and Comment Policy is to set forth the Town's goals, policies, and procedures relating to the Town's presence on social media sites; and

**WHEREAS,** public input, an important part of transparent and open government, is encouraged on the Town's social media sites, provided users of the sites adhere to the Social Media Terms of Use and Comment Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Aldermen of the Town of Granite Quarry hereby adopts and enacts the attached Social Media Terms of Use and Comments Policy.

ALDERMEN	APPROVED, OF THE TOW 5 2023.	N OF G					
			I	Brittany H. B	arnhardt, M	ayor	
ATTEST:							
Aubrey Sn	nith, Town Cle	·k					

## 2023-07 Social Media Terms of Use and Comment Policy

#### **PURPOSE**

Because many of our residents and other stakeholders utilize social media for news and communications, the Town of Granite Quarry has developed its own social media accounts, which help us inform the public about our work and mission. We rely on our own free speech rights to communicate our selected messages. Comments left on our social media sites reflect the views of the commenters not the opinions and positions of the Town, its officials, or its employees.

The Town of Granite Quarry is committed to fully complying with the freedom of speech clause of the First Amendment of the U.S. Constitution and other similar legal obligations surrounding free speech. Since we follow the law, there may be times when what some people perceive to be offensive comments left by members of the public will remain visible on our social media posts, if such comments are legally protected speech.

The Town of Granite Quarry has an important interest in assuring the accuracy and consistency of information associated with our social media sites. These terms and conditions establish guidelines for the public's use of our social media sites in a way that balances these values.

#### **DEFINITIONS**

- 1. "Social media" means digital content created by us and communicated on platforms that allow sharing, commenting, and engagement by the public. Examples of social media accounts we may use are Facebook, Twitter, Instagram, YouTube, and LinkedIn.
- 2. "Comments" include any digital content, information, links, images, videos, or any other form of communicative content posted in reply or response to a social media account post posted by us on one of our social media sites.
- **3.** "User" means a member of the public who views or interacts with one or more of our social media accounts.

#### **EXPECTATIONS**

We ask commenters to consider that our social media feeds are a reflection of our Town and may be viewed by children and other impressionable people. Please avoid profanity, slurs, personal attacks, bullying, repeated or not relevant posts, or the sharing of false information.

#### **ACCOUNTABILITY**

The Town of Granite Quarry commits to regularly train its employees on this policy and relevant freedom of speech case law and also commits to hold employees accountable if they violate policy or law.

#### **GENERAL GUIDELINES**

- 1. These terms and conditions apply to all our social media sites. Where possible, a link to these terms and conditions will be made available as a hyperlink or posted as text somewhere on our social media accounts.
- 2. Users should know that social media posts we make, comments, replies to those posts, and any direct or private messages sent to us may be public records subject to applicable public records release.
- **3.** Our social media accounts are not monitored 24/7 and no one should utilize our social media accounts to seek emergency services or for any official requests. Anyone in need of emergency help should call 9-1-1.
- **4.** Official requests, individual complaints, concerns, or service requests will not be addressed via social media. Please utilize the Town website's <a href="Report a Concern">Report a Concern</a> feature or call 704-279-5596.
- **5.** We do not guarantee we will respond to comments or messages sent on our social media accounts.

#### **CONTENT MODERATION**

- 1. Limited Public Forum. Our social media accounts are created and maintained as limited public forums under the caselaw pertaining to the freedom of speech clause of the First Amendment to the U.S. Constitution. We invite members of the public to view and, where possible and permitted, provide comments or other engagement on our social media posts. However, the law permits us to hide and/or delete comments that are not protected speech under the First Amendment and relevant case law, or which do not relate to the jurisdiction or authority of the Town. As a general rule, we will not hide and/or delete comments solely because such comments are critical of the Town of Granite Quarry or its officials; however, we may prohibit comments altogether on some or all social media sites, either now or in the future.
- 2. Prohibited Content. As indicated above, we may hide or delete:
  - **a.** Any content or comments that do not relate to the jurisdiction or authority of the Town.
  - **b.** Content or comments advocating or inciting violence, illegal activity, or direct criminal threats.
  - **c.** Profane or obscene language or content as determined by the profanity filters offered through each social media platform (such posts result in the comment/content being blocked through the social media's profanity filter).
  - **d.** Content that promotes, fosters, or perpetrates discrimination on the basis of race, creed, color, age, religion, gender, marital status with regard to public assistance, national origin, physical or mental disability, or sexual orientation, or any other protected class of people.

- **e.** Duplicate comments posted by the same author (the original post will be left intact assuming it follows the guidelines of acceptable comments or content).
- f. Comments that contain a hyperlink to any website other than those controlled by the Town of Granite Quarry. This will be done without regard to the viewpoint of the comment containing such a link or the content of the site to which the link redirects. Excessive or repeated commercial advertising or postings, or which do not relate to the authority or jurisdiction of the Town.
- g. Promotions or content related to political organizations of any type.
- **h.** Advocation of illegal activity; or those that compromise safety or security of the public.
- i. Comments that contain images or other content that violate the intellectual property or copyright rights of someone else, if the owner of that property notifies us that the property was posted in a comment on our social media account.
- j. Confidential or non-public information, including but not limited to any personally identifiable medical information and any content that violates the legal rights of the owner of said content.
- **k.** Comments containing or linking to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value.
- Comments containing actual defamation against a specifically named person or organization, either as determined by a court or comments that are patently defamatory by easily discovered facts.
- **3. Retention**. When a comment containing any of the above content is posted to our social media account, a copy or electronic record of that content may be retained or archived pursuant to our records retention policy, along with a brief description of the reason the specific content was deleted. Once documented, the content will be removed, where possible, from our social media account.

# November 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
		Election Day			Office Closed in Observance of	Veterans Day
	Planning Board 6pm		Centralina Executive Board 5pm	CAC 5:30pm	Veterans Day	
12	13	14	15	16	17	18
				Power in Partnership Breakfast 7:30am		
	BoA Mtg. 6pm			Events 5:30pm		
19	20	21	22	23	24	25
				Thanksgiving – Office Closed	Office Closed	
			CRMPO TAC 5:30pm			
26	27	28	29	30		

# December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
						Christmas at the Lake 2-7pm
3	4	5	6	7	8	9
	Planning Board 6pm					
10	11	12	13	14	15	16
	BoA Organizational Mtg.			Power in Partnership Breakfast 7:30am CAC 5:30pm		
17	18	19	20	21	22	23
24	25	26	27	28	29	30
	Christmas Office Closed	Office Closed	Office Closed			
31						

**Town of Granite Quarry**