



**TOWN OF GRANITE QUARRY  
BOARD OF ALDERMEN  
REGULAR MEETING  
Monday, February 12, 2024  
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 January 8 & 16, 2024

**B. Departmental Reports**

**C. Financial Reports**

**3. Public Comments**

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

**4. Town Manager Update**

**Old Business**

**5. Resolution**

**Intent to Amend Charter and Set Public Hearing**

**ACTION REQUESTED:** Motion to adopt Resolution 2024-01 expressing intent to amend the charter and set a date for a public hearing.

**6. Discussion**

**Town Manager Evaluation Process**

**New Business**

**7. Ordinance**

**Abatement 412 Lake Drive**

**ACTION REQUESTED:** Motion to adopt Ordinance 2024-02 to proceed to effectuate the purpose of the Granite Quarry Minimum Housing Code and GS 160D-1201.

**8. Discussion and Possible Decision                      Board Branded Apparel**

**9. Budget Amendment    FY#4 Governing Body**  
**ACTION REQUESTED:** Motion to approve Budget Amendment FY#4 as presented.

**10. Budget Amendment    FY#5 Legion Building Structural Inspection**  
**ACTION REQUESTED:** Motion to approve Budget Amendment FY#5 as presented.

**11. Agreement    Municipal Agreement for TAP**  
**ACTION REQUESTED:** Motion to approve the Municipal Agreement for the Transportation Alternative Project for the Park Connection Sidewalk and authorize the Town Manager to execute.

**12. Proclamation    Black History Month**

**13. Board Comments**

**14. Announcements and Date Reminders**

<b>A.</b>	Wednesday	February 14	5:30 p.m.	Community Appearance Commission
<b>B.</b>	Thursday	February 15	7:30 a.m.	Chamber Power in Partnership Breakfast
<b>C.</b>	Monday	February 19	6:00 p.m.	Zoning Board of Adjustment
<b>D.</b>	Wednesday	February 21	5:00 p.m.	Centralina Board of Delegates Meeting
<b>E.</b>	Thursday	February 22	9:00 a.m.	Planning Retreat
<b>F.</b>	Thursday	February 22	5:30 p.m.	Events Committee
<b>G.</b>	Saturday	February 24	9:00 a.m.	Crepe Myrtle Workshop – Civic Park
<b>H.</b>	Wednesday	February 28	5:30 p.m.	CRMPO TAC Meeting
<b>I.</b>	Monday	March 4	6:00 p.m.	Planning Board
<b>J.</b>	Tuesday	March 5	6:30 a.m.	Primary Elections

**15. Closed Session    Personnel Performance**  
**ACTION REQUESTED:** Motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) to discuss the performance of an individual public officer or employee.

**ACTION REQUESTED:** Motion to return to open session.

**Adjourn**

**Agenda Item Summary**

Regular Meeting  
February 12, 2024  
Agenda Item 1

**Summary:**

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

**Action Requested:**

***Motion to adopt the February 12, 2024 Board of Aldermen Meeting Agenda (as presented / as amended).***

**Approval of Agenda**

Motion Made By:

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

Second By:

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

For:

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

Against:

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

In case of tie:

Mayor Brittany Barnhardt

- For
- Against

**Agenda Item Summary**

Regular Meeting  
February 12, 2024  
Agenda Item 2

Summary:

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

- A. Approval of the Minutes**
  - 1) Regular Meeting January 8 & 16, 2024
- B. Departmental Reports**
- C. Financial Reports**

Action Requested:

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

**Approval of Consent Agenda**

Motion Made By:

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

Second By:

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

For:

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

Against:

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

In case of tie:

Mayor Brittany Barnhardt

- For
- Against



**TOWN OF GRANITE QUARRY  
BOARD OF ALDERMEN  
REGULAR MEETING MINUTES  
Monday, January 8, 2024 6:00 p.m.**

**Present:** Mayor Brittany Barnhardt, Mayor Pro Tem Doug Shelton, Alderman John Linker, Alderwoman Laurie Mack, Alderman Rich Luhrs

**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 Chief Mark Cook

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

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

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

**1. Approval of the Agenda**

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

**2. Approval of the Consent Agenda**

**A. Approval of the Minutes**

- 1) Organizational Meeting December 13, 2023

**B. Departmental Reports**

**C. Financial Reports**

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

**3. Public Comments**

Harry Marsh, owner of Balfour Quarry, introduced himself and stated he would like to become more involved with the town.

**4. Town Manager's Update**

Manager Smith reviewed items from his report found in the agenda packet and shared that a conditional offer had been extended to a police officer trainee who will start BLET January 24th. He informed the Board that there is a developing winter weather event forecasted for tomorrow, January 9, 2024 with a potential for high winds. The new graphics for police vehicles were presented. No board members stated any issues with the new design. Mayor Barnhardt asked that the police department consider transitioning all vehicles to a uniform design in the future.

Manager Smith reviewed and confirmed board member attendance for upcoming meetings and events including the Strategic Planning webinar and Chamber Gala. The onboarding for new Centralina delegates will be held February 6, 2024 and the board room can be used to attend virtually. Board members discussed the date proposed for the planning retreat on the budget calendar and, in addition to the meeting on 2/22 from 11:00 a.m. to 2:30 p.m., scheduled a preliminary meeting to discuss strategic planning overview and background information on 2/8 beginning at 9:00 a.m.

**5. Public Hearing** **Zoning Text Amendment 2024-01-08 Food Trucks**

**A. Staff Summary**

Planning, Zoning, and Subdivision Administrator Richard Flowe introduced the Zoning Text Amendment regarding food trucks and provided the reasoning behind the proposed revision. The amendment will update the number of allowable permitted occurrences in a calendar year from thirty (30) to one hundred and four (104). Questions from the Board and attorney included whether the amendment would affect the appeal made by a food truck owner to be heard at the upcoming Zoning Board of Adjustment hearing. Mr. Flowe stated that it would not because that appeal was of an administrative interpretation and did not involve a permit.

**B. Public Hearing**

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:33 p.m.  
There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:33 p.m.

**C. Board Discussion and Decision**

Alderman Luhrs shared that the Planning Board discussed the amendment at great length and that he was personally in favor of the change. Alderman Linker stated he was also in favor and that the new number was fair. Mayor Barnhardt and Mayor Pro Tem Shelton stated they were also in favor. Alderwoman Mack asked about the difference in fee between 30 days and 104 days. Mr. Flowe shared there was no change in the fee structure because the permit is obtained at no cost. Alderwoman Mack stated she was in favor. Attorney Moretz asked for and received clarification that the vehicle had to leave each night.

**ACTION:** Alderman Linker made a motion to adopt Ordinance ZTA-2024-01-08. Mayor Pro Tem Shelton seconded the motion. The motion passed 4-0.

Discussion on the motion included a question from Attorney Moretz on whether the word “calendar” needed to be added to the text amendment. Mr. Flowe responded that the amendment would only be changing the number that would appear on the table, the text reading “calendar year” wouldn’t be changed. There was board discussion about whether a change from “calendar year” to “twelve-month period” or something similar was necessary. Mayor Barnhardt recommended adopting the amendment as-is and having the Planning Board revisit based on the discussion. Mr. Flowe stated the concern over consolidating frequencies would be passed on to the Planning Board.

**6. Public Hearing** **Zoning Map Amendment 2024-01-08 Wittenberg**

**A. Staff Summary**

Planning, Zoning, and Subdivision Administrator Richard Flowe introduced and summarized the Zoning Map Amendment applications and draft ordinance for Wittenberg Lutheran Church. Mr. Flowe pointed out and noted the current zoning of the properties as well as the zoning of adjacent properties. The change would expand the types of uses that could occur on the property.

**B. Public Hearing**

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:50 p.m.  
Representatives of the applicant, Jerry Trier and Jeff Jones, shared that the church’s primary purpose for the change was to consolidate properties. One of the parcels is currently being used for a parsonage.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:52 p.m.

**C. Board Discussion and Decision**

Mr. Flowe stated that following any change a new Zoning Map would be created. Mayor Barnhardt and Alderman Linker stated they were in favor and didn’t see an issue with the rezoning. Mayor Pro Tem Shelton shared that he was in favor because the request was reasonable and consistent with the future planning. Alderman Luhrs shared that the request had been vetted and discussed thoroughly at the Planning Board level and he felt it was a plus for the community.

**ACTION:** Mayor Pro Tem Shelton made a motion to adopt Ordinance ZMA-2024-01-08 in the matter of the Wittenberg properties as presented. Alderwoman Mack seconded the motion. The motion passed 4-0

**Old Business**

None

**New Business**

**7. Annual Review**

**Rules of Procedure**

Mayor Barnhardt shared that the Rules of Procedure had been adopted by the Board within the last year after much review and discussion. The document will be reviewed at least biennially after each organizational meeting with the opportunity for additional discussion and/or changes as needed.

**8. Discussion and Possible Decision**

**Charter Amendment**

The Board revisited a presentation on the process and allowable charter revisions as first presented by NCLM’s Deputy General Counsel Tom Carruthers in October of 2023. It was stated that the Board would need to identify whether the changes would be made by ordinance and referendum or by ordinance only. Individual board members stated they were in favor of making the changes by ordinance only since the process would still be open to the public but more simplified. The potential charter changes discussed by board members included updating the name of the board from Board of Aldermen to Town Council as well as updating the mayor’s term from two years to four years. Another potential change that was brought up was whether the town clerk and finance officer should report directly to the Board.

**ACTION:** Alderman Luhrs made a motion to amend the charter by changing the name of the Board of Aldermen to Town Council and to change the term of the mayor from two years to four years. Alderwoman Mack seconded the motion. The motion passed 3 to 1 with Mayor Pro Tem Shelton opposed.

Discussion on the motion included Mayor Pro Tem Shelton stating a desire to delay the decision until after the group attended the Essentials of Municipal Government course and received current information regarding organizational reporting structure under a Council-Manager form of government. Mayor Pro Tem Shelton stated a desire for board consensus to recess at the end of the current meeting and reconvene after the Essentials of Municipal Government training to discuss whether the Board also wanted to address changing the reporting structure of the clerk as part of the charter amendments. No opposition was voiced.

**9. Discussion and Possible Decision                      Town Manager Evaluation Process**

Mayor Barnhardt shared the history behind the current Town Manager evaluation process and form. There was Board discussion with Manager Smith regarding clarification on items mentioned in the tool, the town manager’s contract, and the current evaluation process. After much discussion, Mayor Pro Tem Shelton stated he felt the current form needed to be used for this evaluation year and shared that he had revised his stance and felt the Town Manager should be present for all evaluation discussions. Mayor Barnhardt stated that the discussion was taking place now so that at the upcoming evaluation a plan for future evaluations could be decided on. Mayor Barnhardt stated she would send samples of ways to implement feedback regarding strategic goals on the evaluation tool. She stated that Manager Smith could put together some ideas and the Board members can send in suggestions as well. Mayor Barnhardt stated she personally would like to keep the discussion item on future agendas as Old Business. Manager Smith stated that he would be open to the discussion and that his major opposition was to the multiple continuations.

**10. Proclamation    Martin Luther King, Jr. Day**

Mayor Barnhardt recognized the proclamation for Martin Luther King, Jr. Day and reminded everyone that Town Hall will be closed on Monday, January 15, 2024 for the holiday.

**11. Board Comments**

- Mayor Barnhardt shared that she attended the first Taps in the Park and invited everyone to attend the first Friday of each month. She stated that she and Alderwoman Mack attended the Centralina update with Senator Tillis.

**12. Announcements and Date Reminders**

<b>A.</b>	Wednesday	January 10	5:00 p.m.	Centralina Executive Board Meeting
<b>B.</b>	Wednesday	January 10	5:30 p.m.	Community Appearance Commission
<b>C.</b>	Thursday	January 11		Essentials of Municipal Gov. Course
<b>D.</b>	Thursday	January 11	5:30 p.m.	Events Committee Meeting
<b>E.</b>	Friday	January 12		Essentials of Municipal Gov. Course
<b>F.</b>	Monday	January 15		MLK Jr. Day – Office Closed
<b>G.</b>	Tuesday	January 16	6:00 p.m.	Zoning Board of Adjustment
<b>H.</b>	Thursday	January 18	7:30 a.m.	Chamber Power in Partnership Breakfast
<b>I.</b>	Wednesday	January 24	5:30 p.m.	CRMPO TAC Meeting
<b>J.</b>	Thursday	January 25	6:00 p.m.	Chamber Annual Meeting
<b>K.</b>	Tuesday	January 30	4:00 p.m.	Civic Park Master Plan Public Mt. – Legion Bldg
<b>L.</b>	Monday	February 5	6:00 p.m.	Planning Board
<b>M.</b>	Tuesday	February 6	12:00 p.m.	Centralina Delegate Onboarding

**Recess**

**ACTION:** Mayor Pro Tem Shelton made a motion to adjourn. Alderman Luhrs seconded the motion. Mayor Barnhardt reminded the Board that there was consensus to recess and reconvene to discuss the potential change to the charter regarding the reporting structure of the clerk. Board members and staff discussed potential times for the recessed meeting.

**ACTION:** Mayor Pro Tem Shelton made a motion to recess to Tuesday, January 16, 2024 at 10:00 a.m. Alderman Luhrs seconded the motion. The motion passed 4-0.

*The meeting was recessed at 8:01 p.m.*

**Tuesday, January 16, 2024**

*Alderwoman Mack and Alderman Linker were not present for the January 16, 2024 segment of the meeting.*

**Call to Order:** Mayor Barnhardt called the regular meeting recessed on January 8, 2024, back into session at 10:02 a.m.

**1. Discussion and Possible Decision Charter Amendment – Reporting Structure**

Mayor Pro Tem Shelton asked that Clerk Smith share information regarding the topic at hand. Clerk Smith shared that changing the charter to address the reporting structure or who the Board appoints needed to be done by a local act of the General Assembly and could not be done by ordinance and/or referendum. The charter amendments to the name of the Board and the mayor's term are allowed to be made by ordinance as discussed and decided upon at the previous meeting. The process to make those two changes will begin at the next regular meeting.

Mayor Barnhardt recommended that since conflicts and illnesses had come up for two of the Board members that the meeting be adjourned and the business revisited at a later time if the Board desired.

**Adjournment**

**ACTION:** Mayor Pro Tem Shelton made a motion to adjourn. Alderman Luhrs seconded the motion. The motion passed with all in favor.

The meeting ended at 10:06 a.m.

Respectfully Submitted,

*Aubrey Smith*

Town Clerk

# Planning Monthly Report

JANUARY 2024



## Permits

7 Permit Applications

7 Permits Approved

0 Permits denied

Date	Address	Permit	Status
1/04/2024	199 Twin Oaks Rd	New Manufactured Home	Issued
1/4/2024	318 N Cleo Ave	New Single Family Dwelling	Issued
1/10/2024	202 PHILLIP Drive	New Single Family Dwelling	Issued
1/16/2024	Veronica Lane	Exemption Plat	Issued
1/16/2024	1013 S. Main Street	Minor Subdivision	Issued
1/17/2024	1155 Old Stone House Rd	Accessory Building/Storage Building	Issued
1/18/2024	110 N Walnut Street	Fence	Issued
1/18/2024	314 Rowan Street	Accessory Building/Storage Building	Issued
1/25/2024	1025 Coley Rd	Exemption plat	Issued
1/30/2024	923 N Salisbury Ave	Temporary Use- March for Peace	Issued

## Planning/Zoning Review

Inquiry	Zoning	Comments
MK Trolleys Food Truck -Violation		Appeal was continued to next Bd Adj. meeting
Troutman Street -ZMA application		Waiting on document for application to be complete
Rowan St		Preapplication meeting for possible multi-family
Village @ Granite Quarry Phase 3		Review with R Flowe- updates

**Planning Board:** The Planning Board met 1/2/2024 to review rules of procedure and elect new officers.

**Zoning Board of Adjustment:** The Zoning Board of Adjustment met 1/16/2024 to hear a zoning decision appeal. The hearing was continued to the 2/19/24 meeting.



# Granite Quarry-Faith Joint Police Authority

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



## Police Department Report

### February 2024

- Call volume report for the month of January 2024
- See Attached for Total Calls for Service.
- Date of Report: 02/02/2024
  - Total calls for service/activities – 719
    - 91 Officer Generated Calls.
    - 130 Calls for Service.
  - Calls for service/activities Granite Quarry:
  - Calls for service/activities Faith:
  - Incident Reports- 10
  - Arrest Reports- 6
  - Crash Reports- 10
  - Traffic Citations- 42
- The following is the ending and average mileage for each vehicle by month:

141 Ford Taurus-	End-	87,965
161 Ford Utility-	End-	86,025
171 Ford Utility -	End-	64,156
172 Ford Utility -	End-	111,000
173 Ford Utility -	End-	53,917
181 Ford F150 -	End-	104,494
191 Dodge Durango -	End-	57,075
201 Ford Utility-	End-	42,033
211 Ford Utility-	End-	22,012
212 Ford Utility-	End-	64,827

- Other Information:
  - Drug Collection Box. January 2024: 49.35 pounds collected.
  - January CID Report. 2 Cases assigned; 9 Cases cleared; 34 follow-ups conducted; 97 open assigned cases.
  - Officers completed 140 hours of in-service or continuing education training in Jan.

# GQPD

## Number of Events by Nature

CFS Jan 2024 Granite Quarry

Nature	# Events
101C5 CUSTODY ISSUE	2
103A4 ADMIN (OTHER)	1
103O2 ADMIN/INFORMATION	1
104C1 BANK ALARM (INTRUSION)	1
104C2 COMMERCIAL BURG (INTRUSI	9
104C3 RESIDENTAL BURG (INTRUSI	5
110D2 RESIDENTIAL B&E	1
111B1 PAST DAMAGE TO PROPERTY	2
113D2 DISTURBANCE / VERBAL	3
114C1 PHYSICAL DOMESTIC	1
114D1 PHYSICAL DOMESTIC	2
114D2 VERBAL DOMESTIC	1
115D1 DRIVING UNDER INFLUENCE	1
116A2 DRUGS (PAST SALE)	1
116D2 DRUGS (SALE)	1
118D2 FRAUD-FORGERY	2
119A2 PAST THREAT	1
121O2 MENTAL COMMITMENT	1
123B3 FOUND PERSON	2
125B1 CHECK WELFARE - ROUTINE	3
125B2 LOCKOUT - ROUTINE	2
125D1 CHECK WELFARE-URGENT	3
127D1 SUICIDE ATTEMPT	1
129B2 SUSPICIOUS VEH (PAST)	1
129C1 SUSPICIOUS PERSON	5
129C3 SUSPICIOUS VEHICLE	6
129C5 SUSPICIOUS CIRCUMSTANCE	2
130D1 LARCENY	2
131B1 TRAFFIC ACCIDENT - PD	1

Nature	# Events
131B3 HIT & RUN	1
131O2 TRAFFIC - INFORMATION	1
132C1 SEVERE TRAFFIC VIOLATION	1
132C2 HAZARDOUS ROAD CONDITION	1
132O2 TRAFF COMP - INFORMATION	1
133B1 PAST TRESPASSING	2
133D1 TRESPASSING	2
135C1 SHOTS FIRED (HEARD)	1
71B1 VEHICLE FIRE	1
77B3 TRAFFIC ACC - POSS INJURY	1
911 HANG UP	5
ASSIST FIRE DEPT	1
ASSIST MOTORIST	2
ATTEMPT TO LOCATE	2
BURGLARY ALARM	1
BUSINESS OR HOUSE CHECK	412
CODE ENFORCEMENT	1
COMMUNITY PROGRAM	1
DELIVER MESSAGE	9
DOMESTIC PROPERTY PICKUP	3
FOLLOWUP	21
GENERAL INFORMATION	6
MISDIAL	2
PARK CHECK	5
SCHOOL SECURITY CHECK	2
SEX OFFENDER CHECK	1
SUBPOENA SERVICE	2
TRAFFIC CHECK	3
TRAFFIC CONTROL	1
TRAFFIC STOP	32
VEHICLE ACCIDENT PROP DAMAGE	5
WARRANT SERVICE	1
<b>Total</b>	<b>594</b>

# GQPD

## Number of Events by Nature

CFS Jan 2024 Faith

Nature	# Events
104C2 COMMERCIAL BURG (INTRUSI	5
110B2 PAST RESIDENTIAL B&E	1
113B3 NUISANCE COMPLAINT	1
113D1 DISTURBANCE / PHYSICAL	1
113D2 DISTURBANCE / VERBAL	2
115D1 DRIVING UNDER INFLUENCE	1
116B1 DRUGS (FOUND-EQUIP)	1
116D1 DRUGS (USE-POSSESSION)	1
118B2 FRAUD-PAST FORGERY	1
125B1 CHECK WELFARE - ROUTINE	2
125D1 CHECK WELFARE-URGENT	1
129C1 SUSPICIOUS PERSON	2
129C3 SUSPICIOUS VEHICLE	1
130B1 LARCENY (ALREADY OCC)	1
130B2 VEHICLE LARCENY (PAST)	1
132C3 HAZARDOUS VEHICLE	1
133D1 TRESPASSING	2
911 HANG UP	1
ASSIST FIRE DEPT	1
ASSIST MOTORIST	1
BUSINESS OR HOUSE CHECK	49
DELIVER MESSAGE	5
ESCORT FUNERAL OR OTHER	1
FOLLOWUP	3
MISDIAL	3
SCHOOL LOCKDOWN DRILL	1
SCHOOL SECURITY CHECK	1
TRAFFIC CHECK	2
TRAFFIC CONTROL	19

Nature	# Events
TRAFFIC STOP	12
TRANSPORT PRISONER OR OTHER	1
<b>Total</b>	<b>125</b>



# Town of Granite Quarry Fire Department

Established May 15<sup>th</sup>, 1950

PO Box 351

[www.granitequarrync.gov](http://www.granitequarrync.gov)

Granite Quarry, NC

704/279-5596



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## Board Report February 2024 Chief Hord

### Emergency Calls for Service January 2024

55 calls in district

- 31- EMS (including strokes, falls, diabetic, CPR and other medical needs)
- 3- Motor vehicle accidents
- 13- Public Assist
- 1-Assist Police
- 2-Move up
- 2- Fire Alarm
- 1- Carbon Monoxide Alarm
- 1- Vehicle Fire
- 1- Structure Fire

6 calls to Salisbury

- 2- Fire Alarms
- 1- EMS
- 1- Cancelled En Route
- 1- Motor vehicle accident
- 1-Move up

6 calls to Rockwell Rural

- 1- EMS
- 2- Structure Fires
- 1- Cancelled En Route
- 1- Storm Damage
- 1- Motor Vehicle Accident

3 calls to Union Cancelled En Route

- 2- EMS
- 1- Structure Fire

3 calls to South Salisbury

- 2- Cancelled En Route
- 1- Public Assist

5 Calls to Rockwell City Cancelled En Route

1 Call to Faith Structure Fire

2 Calls to Millers Ferry Cancelled En Route

**TOTAL – 81**

## 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. – 2 seats installed/checked.
- Grounds care on Thursdays.
- GQ School visits on Thursdays.
- Hydro testing started for SCBA cylinders.

### E-571

- Mileage – 23,886
- Hours – 2,157

### E-572

- Mileage – 42,742.2
- Hours – 3,465.6

### R-57

- Mileage – 38,952.4
- Hours – 3,602.8

### SQ-57

- Mileage – 7,876



## December Work 2023 Public Works Report

- Normal Maintenance Duties Daily- (parks, cleaning, mowing, edging, service on equipment, limbs & sweeping)
- PM check on generator
- PM HVAC
- Changed all Legion outlets and switches to grounded
- Nature trail maintenance weekly
- Filled various potholes
- Christmas at the Lake event
- Town leaf pick up
- Met with Duke on Legion Club Road lights and resolution on placement
- Assisted with several code enforcement complaints
- New toilet seats and internal parts installed at Lake

2007 Ford Truck	Mileage – 64,757	+60 miles
1995 Ford Dump Truck	Mileage – 45,940	+62 miles
2009 Ford Truck	Mileage – 95,547	+272 miles
2019 Ford Truck F350	Mileage – 22,098	+368 miles
2022 Chevy Silverado	Mileage – 20,734	+890 miles



PROTECTING QUALITY OF LIFE

Alliance Code  
Enforcement LLC

Monthly Report  
Town of Granite Quarry

Updated  
February 05, 2024

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
305 Yadkin St	JV	OPEN
PID 351130 (Rowan St)	ZN/JP	ABATED
403 Lake Dr	JV	ABATED
411 Lake Dr	JV	ABATED
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
1304 Stonewyck Dr	JP	ABATED
720 S Main St	JV	OPEN
706 S Main St	JP	OPEN
507 S Main St	JV	OPEN
610 Maple St	OL/JP	OPEN
110 Chase Stone Ct	JP/JV	OPEN
106 Chase Stone Ct	JP	OPEN
316 Kluttz St	JP	ABATED
806 N Salisbury Ave	JP	OPEN
804 N Salisbury Ave	JP	OPEN
100 San Carlos Dr (109)	JV	OPEN
100 San Carlos Dr (107)	JV	OPEN
100 San Carlos Dr (100)	JP	OPEN
412 S Salisbury Ave	JP/JV	OPEN
706 S Salisbury Ave	JP	OPEN
221 S Oak St	JP/JV	OPEN
215 S Oak St	JP/JV	OPEN
PID 351130 (#140)	ZN	ABATED
PID 351130 (#138)	ZN	ABATED
PID 351130 (#130)	ZN	ABATED
PID 351130 (#124)	ZN	ABATED



PROTECTING QUALITY OF LIFE

Alliance Code  
Enforcement LLC

Monthly Report  
Town of Granite Quarry

Updated  
February 05, 2024

PID 351130 (#122)	ZN	ABATED
PID 351130 (#116)	ZN	ABATED
PID 351130 (#114)	ZN	ABATED
PID 351130 (#110)	ZN	ABATED

#### MONTHLY HIGHLIGHTS

- 10 New cases OPENED for January.
- 13 Cases have been ABATED.
- 412 Lake Dr - No one showed up for hearing, Finding of Facts was posted to the property on 11/1/23. Ordinance was done for Town Abatement. Waiting on estimates to get this property in compliance.
- 518 Railroad St - Burned home has been torn down, we will continue to monitor for the debris cleanup. Will send a new NOV for debris cleanup.
- 316 Kluttz St- Case was reopened due to the continued accumulation of junk/trash/debris located on the property. Notice of violation was sent to property owner. When in town progress has been made and the property looks much better.
- 706 S Salisbury Ave- Property owner is trying to get tenants to clean up the junk pile. Other violations have come up on this property within the last month. In contact with owner weekly. Eviction papers was taken out on the tenants.



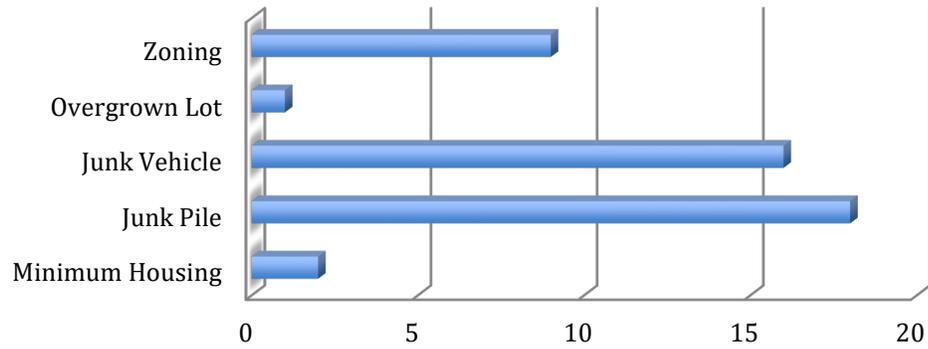
PROTECTING QUALITY OF LIFE

Alliance Code  
Enforcement LLC

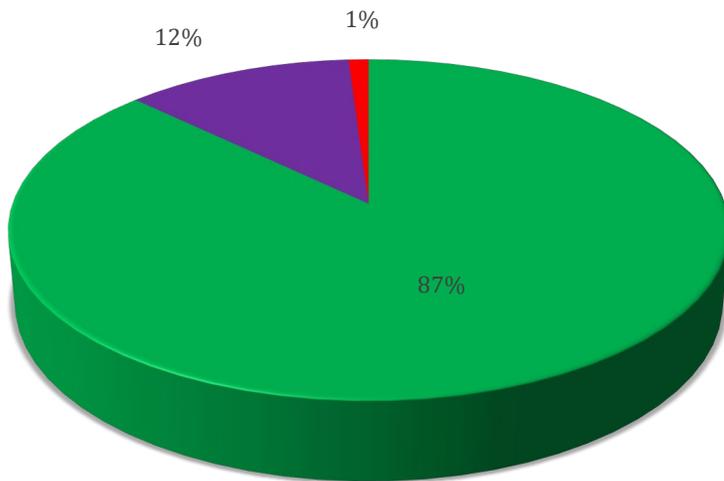
Monthly Report  
Town of Granite Quarry

Updated  
February 05, 2024

### Violations by the Numbers



	Minimum Housing	Junk Pile	Junk Vehicle	Overgrown Lot	Zoning
■ Violations by the Numbers	2	18	16	1	9



**Total Cases : 194**

**Abated: 169**

**Open In Progress: 23**

**New Cases: 2**

■ Abated   ■ Open in Progress   ■ New Cases



## Finance Department

Breakdown by Department:  
As of January 31, 2024

Department	Budgeted	Encumbered	YTD	
Revenues:	<u>4,618,492</u>		<u>2,752,051</u>	<u>60%</u>
<b>Total Revenues:</b>	<b>\$ 4,618,492</b>		<b>\$ 2,752,051</b>	<b>60%</b>
Expenses:				
Governing Body	94,304	-	57,777	61%
Contingency & Tranfers	1,014,146	-	138,936	0%
Administration	636,520	6,200	335,118	54%
Public Works	515,341	6,360	323,714	64%
Police	1,007,124	9,146	504,972	51%
Fire	732,897	8,208	412,048	57%
Streets	331,160	-	232,770	70%
Sanitation	193,250	-	98,715	51%
Parks & Recreation	<u>93,750</u>	<u>-</u>	<u>45,832</u>	<u>49%</u>
<b>Total Expenses:</b>	<b>\$ 4,618,492</b>	<b>\$ 29,914</b>	<b>\$ 2,149,881</b>	<b>47%</b>
<b>Expense to Revenue:</b>				<b>78%</b>

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

<b>Revenues:</b>					
<b>Account</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-3100-12 Taxes - Budget Year	1,610,208	1,475,571	(134,637)	92%	
01-3100-17 Tax Penalties & Interest	4,000	6,971	2,971	174%	
01-3101-12 Taxes - Prior Years	8,000	22,970	14,970	287%	
01-3102-12 Vehicle Tax	144,188	95,133	(49,055)	66%	
01-3230-31 Local Option Sales Tax	1,118,010	688,615	(429,395)	62%	1
01-3231-31 Solid Waste Disposal Tax	2,475	1,255	(1,220)	51%	
01-3316-32 Powell Pave & Patch Funds	90,000	102,228	12,228	114%	
01-3322-31 Beer & Wine - State	12,660	-	(12,660)	0%	
01-3324-31 Utilities Franchise Tax	141,387	71,131	(70,256)	50%	
01-3330-84 County First Responders	4,020	3,495	(525)	87%	
01-3413-89 Miscellaneous Revenue	2,700	648	(2,052)	24%	
01-3431-41 Police Authority Revenue_Faith	161,473	80,737	(80,737)	50%	
01-3431-45 Police Report Revenue	100	125	25	125%	
01-3431-89 Police Miscellaneous	1,100	525	(575)	48%	
01-3451-85 Property Damage Claims	-	11,900	11,900	100%	2
01-3471-51 Environmental Fee Collection	184,750	57,783	(126,967)	31%	
01-3491-41 Subdivision & Zoning Fees	6,000	6,005	5	100%	
01-3613-41 Parks Miscellaneous	21,000	11,255	(9,745)	54%	
01-3713-33 Sal. Water/Sewer Reimbursement	50,000	-	(50,000)	0%	
01-3831-89 Interest on Investments	90,000	97,964	7,964	109%	
01-3834-41 Park Shelter Rentals	6,000	5,337	(663)	89%	3
01-3835-81 Surplus items Sold	1,000	481	(519)	48%	
01-3837-31 ABC Net Revenue-Co.	11,500	11,921	421	104%	
01-3991-99 Fund Balance Appropriated	947,921	-	(947,921)	0%	4
	<b>4,618,492</b>	<b>2,752,051</b>	<b>(1,866,441)</b>	<b>60%</b>	

Notes:

- 1 DOR overpaid last distribution, will be corrected in future months
- 2 Chamandy guardrail
- 3 Includes GQ Civitans annual rental fee of \$1,200
- 4 Fund Balance Appropriated = Budget as Adopted + Budget Amendments as follows:

Budget as Adopted	938,146.00
BA #1 Legion Building roof	9,000.00
<u>BA #3 Governing Body additional training</u>	<u>775.00</u>
Total Fund Balance Appropriated	947,921.00

<b>Governing Body:</b>						
<b>Account</b>	<b>Budget</b>	<b>Encum.</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-4110-02 Mayor/Aldermen Salary	18,745	-	9,373	9,373	50%	5
01-4110-09 FICA Expense	1,434	-	717	717	50%	
01-4110-14 Insurance - Workers Comp	50	-	32	18	63%	
01-4110-18 Professional Services	33,500	-	22,453	11,047	67%	
01-4110-26 Office Expense	900	-	521	379	58%	
01-4110-31 Training & Schools	1,675	-	1,650	25	99%	
01-4110-40 Dues & Subscriptions	16,250	-	15,056	1,194	93%	
01-4110-45 Insurance & Bonds	2,000	-	1,880	120	94%	
01-4110-60 Special Projects	15,200	-	2,240	12,960	15%	
01-4110-61 Grants - Nonprofit Grant Program	350	-	200	150	57%	
01-4110-63 Elections	4,200	-	3,656	544	87%	
	<b>94,304</b>	-	<b>57,777</b>	<b>36,527</b>	<b>61%</b>	

Notes:

5 Paid once annually at the beginning of the fiscal year

<b>Contingency &amp; Transfers:</b>						
<b>Account</b>	<b>Budget</b>	<b>Encum.</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-9820-96 Transfer to Capital Reserve Fund	76,000	-	76,000	-	100%	6
01-9840-96 Transfer to Capital Project Funds	938,146	-	62,936	875,210	7%	
	<b>1,014,146</b>	-	<b>138,936</b>	<b>875,210</b>	<b>14%</b>	

Notes:

6 Transfer to Transformational Project GPO

<b>Administration:</b>						
<b>Account</b>	<b>Budget</b>	<b>Encum.</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-4120-00 Salaries - Regular	301,925	-	156,686	145,239	52%	
01-4120-03 Salaries - Longevity	1,000	-	850	150	85%	
01-4120-07 401K Expense	15,097	-	7,834	7,263	52%	
01-4120-09 FICA Expense	23,174	-	11,815	11,359	51%	
01-4120-10 Retirement Expense	39,017	-	20,181	18,836	52%	
01-4120-11 Group Insurance	41,500	-	20,201	21,299	49%	
01-4120-14 Insurance - Workers Comp	500	-	425	75	85%	7
01-4120-17 Insurance – HRA/Admin Cost	1,200	-	700	500	58%	
01-4120-18 Professional Services	93,900	5,750	52,154	35,996	62%	
01-4120-22 Banquet Expense	1,700	-	-	1,700	0%	
01-4120-26 Office Expense	9,500	-	3,958	5,542	42%	
01-4120-31 Training & Schools	9,500	450	5,927	3,123	67%	
01-4120-32 Telephone/Communications	4,400	-	2,503	1,897	57%	
01-4120-33 Utilities	5,200	-	2,761	2,439	53%	
01-4120-34 Printing	6,000	-	3,196	2,804	53%	
01-4120-37 Advertising	2,600	-	465	2,135	18%	
01-4120-40 Dues & Subscriptions	2,650	-	911	1,739	34%	
01-4120-44 Contracted Services	43,807	-	17,156	26,651	39%	
01-4120-45 Insurance & Bonds	6,200	-	6,182	18	100%	7
01-4120-62 Committees - CAC	500	-	-	500	0%	
01-4120-68 Tax Collection	27,150	-	21,211	5,939	78%	
	<b>636,520</b>	<b>6,200</b>	<b>335,118</b>	<b>295,202</b>	<b>54%</b>	

Notes:

7 Paid once annually at the beginning of the fiscal year

<b>Public Works:</b>						
<b>Account</b>	<b>Budget</b>	<b>Encum.</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-4190-00 Salaries - Regular	146,665	-	70,262	76,403	48%	
01-4190-02 Salaries - Part-Time	70,000	-	41,411	28,589	59%	
01-4190-03 Salaries - Longevity	1,150	-	863	287	75%	
01-4190-07 401K Expense	7,334	-	3,456	3,878	47%	
01-4190-09 FICA Expense	16,663	-	8,521	8,142	51%	
01-4190-10 Retirement Expense	19,039	-	9,005	10,034	47%	
01-4190-11 Group Insurance	25,470	-	10,495	14,975	41%	
01-4190-14 Insurance - Workers Comp	7,230	-	7,228	2	100%	8
01-4190-20 Motor Fuel	16,000	-	6,162	9,838	39%	
01-4190-21 Uniforms	1,500	-	740	760	49%	
01-4190-24 Maint & Repair - Bldgs/Grounds	133,215	-	131,574	1,641	99%	9
01-4190-25 Maint & Repair - Vehicles	5,000	-	1,036	3,964	21%	
01-4190-29 Supplies & Equipment	15,000	1,500	7,572	5,928	60%	
01-4190-31 Training & Schools	200	-	93	107	46%	
01-4190-32 Telephone/Communications	900	-	806	94	90%	
01-4190-33 Utilities	3,750	-	1,953	1,797	52%	
01-4190-34 Printing	25	-	8	17	33%	
01-4190-35 Maint & Repairs - Equipment	9,000	4,500	2,555	1,945	78%	
01-4190-40 Dues & Subscriptions	6,900	-	6,730	171	98%	10
01-4190-44 Contracted Services	19,500	360	2,940	16,200	17%	
01-4190-45 Insurance & Bonds	4,800	-	4,794	6	100%	8
01-4190-58 Cap Outlay - Bldg/Infrastructure	6,000	-	5,509	491	92%	11
	<b>515,341</b>	<b>6,360</b>	<b>323,714</b>	<b>185,267</b>	<b>64%</b>	

Notes:

- 8 Paid once annually at the beginning of the fiscal year
- 9 Town Hall Roof is complete
- 10 Includes IWorQ System
- 11 Carport at Quarry

<b>Police:</b>						
<b>Account</b>	<b>Budget</b>	<b>Encum.</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-4310-00 Salaries - Regular	553,925	-	249,475	304,450	45%	
01-4310-02 Salaries - Part-Time	8,000	-	3,320	4,680	42%	
01-4310-03 Salaries - Longevity	2,500	-	2,200	300	88%	
01-4310-07 401K Expense	27,697	-	12,663	15,034	46%	
01-4310-09 FICA Expense	43,179	-	19,940	23,239	46%	
01-4310-10 Retirement Expense	78,123	-	35,557	42,566	46%	
01-4310-11 Group Insurance	93,500	-	43,292	50,208	46%	
01-4310-14 Insurance - Workers Comp	11,500	-	10,708	792	93%	12
01-4310-20 Motor Fuel	32,000	-	12,876	19,124	40%	
01-4310-21 Uniforms	4,400	870	433	3,097	30%	
01-4310-25 Maint & Repair - Vehicles	9,000	-	4,377	4,623	49%	
01-4310-26 Office Expense	1,500	-	533	967	36%	
01-4310-29 Supplies & Equipment	21,650	7,376	6,485	7,790	64%	
01-4310-31 Training & Schools	5,000	900	2,742	1,358	73%	
01-4310-32 Telephone/Communications	8,200	-	4,878	3,322	59%	
01-4310-33 Utilities	1,900	-	982	918	52%	
01-4310-34 Printing	1,000	-	580	420	58%	
01-4310-35 Maint & Repair - Equipment	1,000	-	92	908	9%	
01-4310-40 Dues & Subscriptions	4,800	-	2,755	2,045	57%	
01-4310-44 Contracted Services	23,250	-	16,348	6,902	70%	
01-4310-45 Insurance & Bonds	17,000	-	16,940	60	100%	12
01-4310-54 Cap Outlay - Vehicles	58,000	-	57,796	204	100%	13
	<b>1,007,124</b>	<b>9,146</b>	<b>504,972</b>	<b>493,006</b>	<b>51%</b>	

Notes:

- 12 Paid once annually at the beginning of the fiscal year
- 13 Vehicle purchase and upfit complete

<b>Fire:</b>						
<b>Account</b>	<b>Budget</b>	<b>Encum.</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-4340-00 Salaries - Regular	290,500	-	148,643	141,857	51%	
01-4340-02 Salaries - Part-Time	184,275	-	116,528	67,747	63%	
01-4340-03 Salaries - Longevity	2,200	-	1,766	434	80%	
01-4340-07 401K Expense	15,520	-	8,119	7,401	52%	
01-4340-09 FICA Expense	36,489	-	20,249	16,240	55%	
01-4340-10 Retirement Expense	40,263	-	20,812	19,451	52%	
01-4340-11 Group Insurance	54,000	-	25,358	28,642	47%	
01-4340-14 Insurance - Workers Comp	10,585	-	8,592	1,993	81%	14
01-4340-17 Firemen's Pension Fund	1,725	-	10	1,715	1%	
01-4340-20 Motor Fuel	8,500	-	3,984	4,516	47%	
01-4340-21 Uniforms	3,500	-	1,768	1,732	51%	
01-4340-25 Maint & Repair - Vehicles	12,000	4,328	6,358	1,314	89%	15
01-4340-26 Office Expense	150	-	-	150	0%	
01-4340-29 Supplies & Equipment	30,000	3,500	20,612	5,888	80%	16
01-4340-31 Training & Schools	2,500	380	1,722	398	84%	
01-4340-32 Telephone/Communications	5,400	-	3,263	2,137	60%	
01-4340-33 Utilities	6,800	-	3,660	3,140	54%	
01-4340-34 Printing	275	-	168	107	61%	
01-4340-35 Maint & Repair - Equipment	2,500	-	726	1,774	29%	
01-4340-40 Dues & Subscriptions	3,850	-	1,370	2,480	36%	
01-4340-44 Contracted Services	10,000	-	6,486	3,514	65%	
01-4340-45 Insurance & Bonds	11,865	-	11,854	11	100%	14
	<b>732,897</b>	<b>8,208</b>	<b>412,048</b>	<b>312,641</b>	<b>57%</b>	

Notes:

- 14 Paid once annually at the beginning of the fiscal year
- 15 Includes light repairs to Squad 57
- 16 Ballistic vests are encumbered

<b>Streets:</b>						
<b>Account</b>	<b>Budget</b>	<b>Encum.</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-4510-18 Professional Services	1,000	-	-	1,000	0%	17
01-4510-29 Supplies & Equipment	2,400	-	374	2,026	16%	
01-4510-39 Maint & Repair	30,000	-	6,500	23,500	22%	
01-4510-99 Unappropriated Fund Balance	56,600	-	-	56,600	0%	
01-4511-33 Utilities - Street Lights	38,000	-	25,315	12,685	67%	
01-4511-39 Other Services	300	-	-	300	0%	
01-4511-71 Debt Service - Principal	202,860	-	200,581	2,279	99%	
	<b>331,160</b>	<b>-</b>	<b>232,770</b>	<b>98,390</b>	<b>70%</b>	

Notes:

17 Streets loan paid in full in July 2023

<b>Sanitation:</b>						
<b>Account</b>	<b>Budget</b>	<b>Encum.</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-4710-44 Contracted Services	193,250	-	98,715	94,535	51%	
	<b>193,250</b>	<b>-</b>	<b>98,715</b>	<b>94,535</b>	<b>51%</b>	

Notes:

<b>Parks &amp; Rec:</b>						
<b>Account</b>	<b>Budget</b>	<b>Encum.</b>	<b>YTD</b>	<b>Variance</b>	<b>%</b>	<b>Notes</b>
01-6130-24 Maint & Repair - Bldgs/Grounds	35,000	-	13,427	21,573	38%	
01-6130-29 Supplies & Equipment	10,000	-	4,072	5,928	41%	
01-6130-32 Telephone/Communications	6,000	-	3,920	2,080	65%	
01-6130-33 Utilities	17,000	-	11,742	5,259	69%	
01-6130-44 Contracted Services	1,500	-	608	893	41%	
01-6130-62 Committees - PERC	24,250	-	12,064	12,186	50%	
	<b>93,750</b>	<b>-</b>	<b>45,832</b>	<b>47,918</b>	<b>49%</b>	

Notes:

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

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

Notes:

16 Remaining encumbered architect contract

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

	Amended Project Authorization	Encumbered	Total To Date	Projected by Completion (Variance)	Notes
<b><u>FINANCING SOURCES</u></b>					
08-3981-96 Transfer from General Fund	959,917		88,115	871,802	
<i>Total Financing Sources</i>	959,917		88,115	871,802	
<b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	<b>959,917</b>		<b>88,115</b>	<b>871,802</b>	
<b><u>EXPENDITURES</u></b>					
08-4930-18 Professional Services					
Pre-Development Services	39,100	12,347	26,753	12,347	
Civic Park "Option 1" Improvements	49,800	19,266	30,535	19,266	
Civic Park Master Plan	55,000	41,745	13,255	41,745	
Attorney Fees	2,573		2,573	-	
<i>Total Personnel</i>	146,473	73,358	73,115	73,358	
08-4930-58 Cap Outlay - Construction					
Feasibility Study	15,000.00	-	15,000.00	-	
Civic Park "Option 1" Improvements	645,516.71	-	-	645,516.71	
	660,517	-	15,000	645,517	
08-4930-97 Contingency	42,928	-	-	42,928	
<i>Total Construction</i>	703,444	-	15,000	688,444	
08-9840-96 Transfer to TAP Project Fund	110,000	-	-	110,000	
<i>Total Transfers</i>	110,000	-	-	110,000	
<b>TOTAL EXPENDITURES</b>	<b>959,917</b>	<b>73,358</b>	<b>88,115</b>	<b>871,802</b>	
<b>TOTAL FINANCING SOURCES OVER EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	

Notes:

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

	Project Authorization	Encumbered	Total To Date	Projected by Completion (Variance)	Notes
<b><u>REVENUES</u></b>					
09-3450-36 Transportation Alternatives Program Funds	440,000		-	440,000	
<i>Total Revenues</i>	<u>440,000</u>		-	<u>440,000</u>	
<b><u>OTHER FINANCING SOURCES</u></b>					
09-3984-96 Transfer from Transformational Projects	110,000		-	110,000	
<i>Total Other Financing Sources</i>	<u>110,000</u>		-	<u>110,000</u>	
<b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	<b><u>550,000</u></b>		<b>-</b>	<b><u>550,000</u></b>	
<b><u>EXPENDITURES</u></b>					
09-4511-18 Professional Services	70,000		-	70,000	
<i>Total Personnel</i>	<u>70,000</u>	-	-	<u>70,000</u>	
09-4511-58 Cap Outlay - Construction	452,500		-	452,500	
09-4511-97 Contingency	27,500		-	27,500	
<i>Total Construction</i>	<u>480,000</u>	-	-	<u>480,000</u>	
<b>TOTAL EXPENDITURES</b>	<b><u>550,000</u></b>	<b>-</b>	<b>-</b>	<b><u>550,000</u></b>	
<b>TOTAL FINANCING SOURCES OVER EXPENDITURES</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	

Notes:

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

	Amended Authorization	Total To Date
<b><u>FINANCING SOURCES</u></b>		
02-3981-96 Transfer from General Fund	76,000	76,000
<i>Total Other Financing Sources</i>	76,000	76,000
<b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	<b>76,000</b>	<b>76,000</b>
<b><u>EXPENDITURES</u></b>		
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	-
<i>Total Capital Outlay</i>	76,000	-
<b>TOTAL EXPENDITURES</b>	<b>76,000</b>	<b>-</b>
<b>TOTAL FINANCING SOURCES OVER EXPENDITURES</b>	<b>-</b>	<b>76,000</b>

Notes:

### **Unassigned Fund Balance:**

---

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

<b>Unassigned Fund Balance as of 7/01/23</b>	<b>3,068,949</b>
Revenues as of 1/31/24	2,752,051
Expenses as of 1/31/24	(2,149,881)
<b>Revenues over Expense at 1/31/24</b>	<b>602,170</b>
<b>Less Encumbered</b>	<b>(29,914)</b>
<b>Less Restricted:</b>	
Powell Bill	(95,354)
Reserved by State Statute	(345,217)
<b>Total Restricted</b>	<b>(440,571)</b>
<b>Less Committed:</b>	
Transformational Project CPO	(875,210)
<b>Total Committed</b>	<b>(875,210)</b>
<b>Unassigned Fund Balance as of 1/31/24</b>	<b>\$ 2,325,424</b>

Interest on Investments by Month														
FY 2023-2024														
Acct#	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Interest YTD	Invested Balance
<b>Money Market Accounts:</b>														
<b>XX9011</b>	18	2	16	15	15	16	16	-	-	-	-	-	99.17	<b>53,816.43</b>
<b>XX1186</b>	17	19	19	18	18	19	19	-	-	-	-	-	128.38	<b>63,076.61</b>
	35	21	35	34	34	35	35	-	-	-	-	-	\$ 227.55	\$ <b>116,893.04</b>
<b>NC Capital Management Trust:</b>														
<b>XX4319</b>	11,469	11,705	14,957	15,537	14,436	14,801	14,832	-	-	-	-	-	97,736.83	<b>3,343,387.11</b>
	11,469	11,705	14,957	15,537	14,436	14,801	14,832	-	-	-	-	-	\$ 97,736.83	\$ <b>3,343,387.11</b>
<b>Totals</b>													<b>\$97,964.38</b>	<b>\$ 3,460,280</b>

<b>Total Invested Balance</b>	<b>\$ 3,460,280</b>
<b>Cash Balance (As of 1/31/24)</b>	<b>\$ 427,527</b>
<b>Minus Outstanding Transactions (As of 1/31/24)</b>	<b>\$ (30,182)</b>
<b>Total Reconciled Cash Balance</b>	<b>\$ 397,345</b>
<b>Total Available Funds</b>	<b>\$ 3,857,626</b>

**Town of Granite Quarry**  
**Town Manager's Report**  
**February 2024**



1. **Personnel highlights.** Manager will update any highlights from the past month.
2. **Growth: Quality Growth, Quality of Life**
  - A. Enhance development regulations and incentives where possible
    - Mayor, Mayor Pro-Tem and I met with EDC about annexation growth area planning and ideas.
    - Attended Golden LEAF: SITE program pre-grant webinar to vet any opportunities for GQ.
    - Planning Director and I continue discussing how we can move forward with non-annexation planning areas. Considering using their mapper to help identify initial properties for vetting but need to coordinate with Salisbury and Rowan planning also.
    - Food truck regulations being studied again by PB with BOA feedback from its last meeting.
  - B. Ensure high-quality planning services and quality of life
    - Also discussing planning and code enforcement service status & needs with N-Focus (and ACE); upcoming planning and budget session preparation
    - Preparing 412 Lake Drive code violation abatement with ACE for BOA's February meeting
    - TAP project DOT Municipal Agreement reviewed with town attorney; prepped for BOA agenda
    - Continuing to *actively* receive positive feedback from developers (plural) about N-Focus' assistance with moving their projects forward.
  - C. Ensure high-quality public safety services and safe neighborhoods
    - Great teamwork response amongst departments with the multiple major January storms
    - Chief Hord presented on fire safety, smoke alarms, and car seat installation for the Civitan Club
    - Chief Cook is planning another Coffee with Cops with the recently opened French Express
    - PD facilitated a large food donation by a resident with & to Grateful Heart Ministries
  - D. Recruit, retain, and rely on expert staff who can lead us there
    - PD FT trainee hired and began the 1/24/24 Basic Law Enforcement Training (BLET) class; PD continuing to process paperwork with the State on another PT officer to enhance coverage
    - Chief Cook and I met with NCLM specialists regarding a potential local PT staffing pool idea, suggestions on interlocal service agreements, and updates on the risk review/accreditation process
    - Chief Hord attended NC Fire Chiefs conference (professional updates, networking and training)
    - Chief Cook attended NC Chief's conference (professional updates, networking and training)
    - I attended NC City-County Managers conference (professional updates, networking and training)
    - Jason attended a public works expo in Monroe showcasing PW equipment and vendors
3. **Some general highlights**
  - A. Granite Industrial Park sign. Tourism agreed to fund design fee. I've continued follow up with EDC and mostly designer directly in January still pushing for the design & estimate update.
  - B. Wayfinding initiative. Completed NCDOT encroachment agreements for the wayfinding signs.
  - C. Employee survey/climate assessment. Interviews are underway. SOG anticipates having those completed and at least preliminary report completed by end of month.

- D. Civic Park Master Plan
  - Public Information Session held 1/30/24 at Legion Building & within Civic Park
  - Legion Building structural inspection scope of services developed; prepped for this agenda
- E. 2023 events debrief and 2024 events calendar reviewed and finalized
- F. Facility Usage guidelines reviewed, edited and finalized
- G. Heavier-than usual contracts review with attorney in January
- H. Attended the following with BOA members; feel like we got some good takeaways
  - Essentials of Municipal Government
  - Local Elected Leadership Academy (LELA) 301: Strategic Planning
  - Rowan Chamber Power in Partnership: 2024 Economic Outlook
- I. Served on Local Government management panel for Leadership Rowan

4. **Committee / Group Reports.**

- A. **Community Appearance Commission (CAC).** 1/10/24
  - Debriefed Christmas and Halloween Decorating Contests. Discussed extending timeframes for entering the contests to allow for more participation.
  - Discussed participating in the Town’s Litter Sweep scheduled for 4/20/24 from 9am-11am.
  - Continued discussion on street banners.
- B. **MPO Technical Coordinating Committee (TCC).** 1/17/24
  - Jason attended; reported nothing pressing at this point.
- C. **Events.** 1/25/24
  - Debriefed Christmas at the Lake event; staff updated 2024 Calendar of Events.
- D. **Rowan Economic Development Council (EDC).** 1/11/24
  - Reported on access agreements for sites being studied; we completed ours, study is underway.
  - Updated on goals and metrics. I’m evaluating some of their metrics as potentially good additional & adaptable performance measuring formats our staff might benefit from also.
- E. **Centralina Regional Managers Meeting.** No formal meeting in January in lieu of focus group\*
  - Climate Pollution Reduction Grant. \*Attended the focus group as Centralina continues putting together the framework for a regional plan in our region. Followed up with COG to complete our specific GQ survey regarding our downtown/transformational projects.

**Agenda Item Summary**

Regular Meeting  
February 12, 2024  
Agenda Item 5

Summary

At its meeting January 8, 2024, the Board discussed the process for potential amendments to the charter allowed by ordinance. A motion was passed in a 3-to-1 vote to amend the charter by changing the name of the Board of Aldermen to “Town Council” and to change the term of the mayor from two years to four years. The attached resolution states the intent of the Board to make these changes and sets a date for a public hearing on the proposed amendments at the next regular meeting, March 11, 2024. Following the public hearing, the Board will consider the ordinance to amend the charter at its April 8, 2024 meeting.

Attachment

- Resolution 2024-01

Action Requested:

***Motion to adopt Resolution 2024-01 expressing intent to amend the charter and set a date for a public hearing.***

**Resolution of Intent to Amend Charter and Set PH Date**

Motion Made By:	
Doug Shelton	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Laurie Mack	<input type="checkbox"/>
Rich Luhrs	<input type="checkbox"/>
Second By:	
Doug Shelton	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Laurie Mack	<input type="checkbox"/>
Rich Luhrs	<input type="checkbox"/>
For:	
Doug Shelton	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Laurie Mack	<input type="checkbox"/>
Rich Luhrs	<input type="checkbox"/>
Against:	
Doug Shelton	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Laurie Mack	<input type="checkbox"/>
Rich Luhrs	<input type="checkbox"/>
In case of tie:	
Mayor Brittany Barnhardt	
For	<input type="checkbox"/>
Against	<input type="checkbox"/>



**RESOLUTION 2024-01**

**A RESOLUTION OF INTENT TO CONSIDER AN ORDINANCE  
AMENDING THE CHARTER OF THE TOWN OF GRANITE QUARRY  
AND SETTING THE DATE FOR A PUBLIC HEARING**

**WHEREAS**, pursuant to G.S.160A-101 and 160A-102, the Board of Aldermen of the Town of Granite Quarry may adopt an ordinance to amend the Charter of the Town to implement Charter amendments pursuant to G.S. 160A-101; and

**WHEREAS**, G.S. 160A-102 requires that proposed Charter amendments first be submitted to a public hearing and that due notice thereof be published not less than ten (10) days prior to the date fixed for the public hearing;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the Town of Granite Quarry that:

1. The Board of Aldermen hereby intends to consider an ordinance amending the Charter of the Town of Granite Quarry by:
  - a. changing the name of the Board to “Town Council” as authorized by G.S. 160A-101(3); and
  - b. to provide for the election of the Mayor for a term of four years beginning in 2025, and every four years thereafter as authorized by G.S. 160A-101(4).
2. A public hearing on the proposed ordinance is hereby called at Town Hall, 143 N Salisbury Ave, Granite Quarry, NC at 6:00 pm on Monday, March 11, 2024.
3. Following the public hearing called hereby, the Board of Aldermen shall consider passage of the ordinance at its next regular meeting on Monday, April 8, 2024.
4. The Town Clerk is hereby directed to cause to be published in the Salisbury Post a proper notice of the public hearing called, which notice shall contain a summary of the proposed Charter amendments not less than 10 days prior to this public hearing.

**ADOPTED BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY,  
NORTH CAROLINA, ON THIS THE 12<sup>TH</sup> DAY OF FEBRUARY 2024.**

---

Brittany H. Barnhardt, Mayor

**ATTEST:**

---

Aubrey Smith, Town Clerk

**Agenda Item Summary**

Regular Meeting  
February 12, 2024  
Agenda Item 7

Summary

Alliance Code Enforcement LLC conducted a preliminary inspection on the property in question, issued a notice of violation, held a hearing, and is now bringing an ordinance for abatement before the Board.

***Sec. 10-23. - Abatement procedure.***

*If the owner of any property fails to comply with a notice given pursuant to this article, within the period specified in the notice, he shall be subject to prosecution for violation of this article in accordance with law and each day that such failure continues shall be a separate offense. In addition, the town may have the condition described in the notice abated, removed or otherwise corrected and all expenses incurred thereby shall be chargeable to and paid by the owner of the property and shall be collected as taxes and levies are collected. All such expenses shall constitute a lien against the property on which the work was done.*

Attachment

- Ordinance 2024-02

Action Requested:

***Motion to adopt Ordinance 2024-02 to proceed to effectuate the purpose of the Granite Quarry Minimum Housing Code and GS 160D-1201.***

**Abatement 412 Lake Drive**

Motion Made By:	
Doug Shelton	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Laurie Mack	<input type="checkbox"/>
Rich Luhrs	<input type="checkbox"/>
Second By:	
Doug Shelton	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Laurie Mack	<input type="checkbox"/>
Rich Luhrs	<input type="checkbox"/>
For:	
Doug Shelton	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Laurie Mack	<input type="checkbox"/>
Rich Luhrs	<input type="checkbox"/>
Against:	
Doug Shelton	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Laurie Mack	<input type="checkbox"/>
Rich Luhrs	<input type="checkbox"/>
In case of tie:	
Mayor Brittany Barnhardt	
For	<input type="checkbox"/>
Against	<input type="checkbox"/>

Return to:  
Town of Granite Quarry  
143 N Salisbury GQ Ave  
Salisbury, NC 28146  
OR  
PO Box 351  
Granite Quarry, NC 28072

Owner(s): Robert Leonard Griffin  
PIN: 64808401  
Case Number: 202308007

## **ORDINANCE 2024-02**

### **AN ORDINANCE ORDERING THE TOWN OF GRANITE QUARRY CODE ENFORCEMENT TO PROCEED TO EFFECTUATE THE PURPOSE OF THE GRANITE QUARRY MINIMUM HOUSING CODE AND G.S. § 160D-1201.**

WHEREAS, on 08/11/2023, the Town of Granite Quarry Code Enforcement conducted a thorough inspection of the dwelling located on the property identified in the Rowan County Tax records by 64808401 having a street address of 412 Lake Drive, Granite Quarry, NC 28146. Said property is owned by Robert Leonard Griffin by the deed recorded in the Rowan County Registry at Deed Book.

WHEREAS, the Town of Granite Quarry Code Enforcement found that the dwelling unit outside of the home at the property line was unfit for human habitation; and

WHEREAS, on 10/05/2023 the Town of Granite Quarry Code Enforcement served upon the Owner and parties of interest in such dwelling a complaint stating the charges in that respect and containing a notice of a hearing to be held before the Officer;

WHEREAS, a duly noticed hearing was held on 10/23/2023 before the Code Enforcement Inspector at the Granite Quarry Town Hall; and

WHEREAS, the Code Enforcement Inspector issued an Order on 11/01/2023 In the Order, the Officer determined that the house was deteriorated/dilapidated and ordered the following steps be taken:

Repair the structure/building within 30 days.

Remove or demolish the structure/building within 30 days.

Bring all nuisance violations into compliance within 30 days.

WHEREAS, the Owner has failed to timely comply with the Order;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Granite Quarry, North Carolina that:

1. By virtue of the authority granted by the Town of Granite Quarry Minimum Housing Ordinance and by G.S. § 160D-1203, the Town of Granite Quarry Code Enforcement is hereby ordered to cause the dwelling unit to be repaired, vacated, and closed, or removed or demolished, as provided in the original Order of the Officer.

2. The Town of Granite Quarry Code Enforcement shall place a placard on such dwelling with the following words: "This building is unfit for human habitation, the use or occupation of this building for human habitation is prohibited and unlawful";

3. This ordinance shall be recorded in the Rowan County Registry; and

4. As provided by Granite Quarry Minimum Housing Ordinance and by G.S. § 160D-1203, the cost of any vacation, closing and/or demolition of the house caused to be made by the Officer shall be a lien against the real property upon which such cost was incurred and upon any other real property of the Owner located within the City limits, except for the Owner's primary residence.

5. Civil Penalties. The Town of Granite Quarry Code Enforcement is directed to levy civil penalties against the Owner in accordance with Granite Quarry Minimum Housing Ordinance.

The foregoing ordinance, having been submitted to a vote, received the following vote, and was duly adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent or Excused: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brittany H. Barnhardt, Mayor

Attest:

\_\_\_\_\_  
Aubrey Smith, Town Clerk

## SUMMARY

TO: Board of Aldermen  
FROM: Town Manager  
RE: **Board of Aldermen Branded Apparel**  
DATE: 2/12/2024

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We currently do not have guidelines or budgeting established for GQ Board member apparel. Based on recent feedback we came up with the following options:

### **Option 1. Town Apparel (“Town uniform”)**

- Board determines a standard / “uniform” item(s) for members (e.g., item, style #, color, layout)
- Interested Board members just give staff their sizes and staff can order whatever has been authorized
- Town can clearly pay for. It is considered a Town uniform that would be turned in at the end of one’s service (and thus repaired, replaced, etc by the Town as needed in the meantime / otherwise)
- We would create an account [01-4110-21 “UNIFORMS”](#) in the Gov Body Operations budget.

### **Option 2. Personal Apparel**

- Board members order whatever personalized item(s) they prefer (however many different items, style #s, colors, layouts, etc as each individual member prefers)
- Interested Board members order and purchase whatever they like on their own
- It is considered personal property each Board member owns outright and maintains ownership of even after service ends

#### **Option 2A: No stipend.**

- No further action or review needed.

#### **Option 2B: “Birthday Stipend”**

- We would create an account [01-4110-08 “APPAREL \\* STIPEND”](#) in the Gov Body Personnel budget
- Whatever stipend amount the Board decides to budget could be paid to each member at the prescribed time\*

\*County has “*Birthday Stipend*” of \$25/yr disburseable on the person’s birthday that can be used toward clothing, but we’ve seen no restriction from us making it a generic “*Apparel*” disbursed each July

### **Recommended Action:**

**Direction from the Board on how it wishes to proceed.**

## SUMMARY

TO: Board of Aldermen  
FROM: Town Manager  
RE: **Governing Body Budget Amendment(s)**  
DATE: 2/12/2024

---



In December we had to approve a budget amendment to increase Governing Body - Training by \$775 to cover additional training costs. There is currently only \$25 left in that line item, and the remaining Office Expense balance is \$379.

The manager is only authorized to transfer certain funds intra-departmentally. He doesn't have the authority to administratively transfer monies into the Governing Body budget, nor to transfer any funds from the General Fund's Contingency line.

Several additional purchase requests have come in that allegedly have had collective board support but that the manager & finance officer are thus simply not authorized to approve without additional Board action. The manager can, however, transfer monies from one line item into another within the Gov Body budget (all purchases still need pre-audit/authorization regardless of course).

Based on recent trending, finance and manager project that another \$5,000 should provide enough funding to get the Board through the rest of this FY. We recommend the attached Budget Amendment #4, increasing Governing Body's dept budget by \$5,000 in Office Expense (where most additional requests would be most likely to fall). If additional costs come up that might otherwise categorize in other line items, finance and manager would still be able to pre-audit & authorize those without further delay.

*We will have a better idea of 'what to budget where' for next FY's Gov Body budget as we work through the budget process this Spring.*

**Recommended Action:**

**Motion to approve Budget Amendment Request #4 as presented.**

**FISCAL YEAR 2023-2024  
BUDGET AMENDMENT REQUEST #4**

February 12, 2024

**PURPOSE:** To increase Fund Balance Appropriated (01-3991-99) and increase Governing Body – Office Expense (01-4110-26) by \$5,000 to cover remaining projected costs for the FY and/or to distribute amongst Governing Body budget as needed.

**General Fund – Fund 01**

**Revenues:**

<b><u>GL Acct #</u></b>	<b><u>Account Description</u></b>	<b><u>Increase (Decrease):</u></b>
01-3991-99	Fund Balance Appropriated	\$ 5,000
Total Increase/Decrease:		<b>\$ 5,000</b>

**Expenses:**

<b><u>GL Acct #</u></b>	<b><u>Account Description</u></b>	<b><u>Increase (Decrease):</u></b>
01-4110-26	Governing Body – Office Expense	\$ 5,000
Total Increase/Decrease:		<b>\$ 5,000</b>

*The above Budget Amendment was approved / denied by the Manager or Board on \_\_\_\_\_.*

\_\_\_\_\_  
Brittany H. Barnhardt, Mayor

\_\_\_\_\_  
Shelly Shockley, Finance Officer

**Agenda Item Summary**

Regular Meeting  
February 12, 2024  
Agenda Item 10

Summary

A structural engineering inspection of the Legion Building is needed as part of the Civic Park Master Plan planning process. The inspection will not only help us with that purpose, but also any other number of general government/ownership reasons we could need irrespective of the Civic Master Plan moving forward. So instead of a budget amendment to the Transformational Capital Project Ordinance budget, staff recommends budgeting this within the General Fund - Parks budget for better tracking and accounting purposes.

Purpose

To increase Fund Balance Appropriated (01-3991-99) and increase Parks – Professional Services (01-6130-18) by \$2,000 for a structural engineering Preliminary Assessment of the Legion Building.

Attachment

- Budget Amendment FY#5

Action Requested:

***Motion to approve Budget Amendment #5 as presented.***

**Budget Amendment FY#5**

Motion Made By:

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

Second By:

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

For:

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

Against:

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

In case of tie:

Mayor Brittany Barnhardt

For

Against

**FISCAL YEAR 2023-2024  
BUDGET AMENDMENT REQUEST #5**

February 12, 2024

**PURPOSE:** To increase Fund Balance Appropriated (01-3991-99) and increase Parks – Professional Services (01-6130-18) by \$2,000 for a structural engineering Preliminary Assessment of the Legion Building.

**General Fund – Fund 01**

**Revenues:**

<b><u>GL Acct #</u></b>	<b><u>Account Description</u></b>	<b><u>Increase (Decrease):</u></b>
01-3991-99	Fund Balance Appropriated	\$ 2,000
Total Increase/Decrease:		<b>\$ 2,000</b>

**Expenses:**

<b><u>GL Acct #</u></b>	<b><u>Account Description</u></b>	<b><u>Increase (Decrease):</u></b>
01-6130-18	Parks – Professional Services	\$ 2,000
Total Increase/Decrease:		<b>\$ 2,000</b>

***The above Budget Amendment was approved / denied by the Manager or Board on \_\_\_\_\_.***

\_\_\_\_\_  
Brittany H. Barnhardt, Mayor

\_\_\_\_\_  
Shelly Shockley, Finance Officer



To: Town Manager  
From: Jason Hord  
Date: January 15, 2024  
Re: NCDOT Municipal Agreement

Attached please find the municipal agreement for the Transportation Alternative Project for the Park Connection Sidewalk. The project will be locally administered with a current estimated cost of \$550,000. As a designated transportation alternative project, the local share is 20% (\$110,000) with the balance covered by NCDOT.

**Discussion:**

This project will consist of 2,150 linear feet of 5' sidewalk. This project comes after the town recently conducted studies for both its Parks & Recreation and Bicycle & Pedestrian master plans. The additional sidewalk will be new construction and allow pedestrians connectivity from Granite Lake Park, Granite Centennial Park, and Granite Civic Park.

The current STIP funding schedule is as follows:

- Preliminary Engineering FY 24, \$70,000 (NCDOT \$56,000/Local \$14,000)
- Right of Way acquisition FY 24, \$90,000 (\$72,000/\$18,000)
- Construction/Utility FY 25, \$390,000 (\$312,000/\$78,000)

**Action(s) Requested:**

Consideration to approve the agreement.

**Staff Recommendation:**

Staff recommends approval.

Respectfully Submitted,  
Jason Hord  
Public Works Director

# Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

**Entity:** Town of Granite Quarry

**County:** Rowan

**TIP:** BL-0088

**Project:** Granite Quarry Sidewalks

**Scope:** construction of sidewalk to allow pedestrians connectivity from Granite Lake Park, Granite Centennial Park and Granite Civic Park in Granite Quarry.

**Eligible Activities:**

<b>PE</b>	50929.1.1	Design
		Environmental
<b>ROW</b>	50929.2.1	ROW Acquisition
	50929.2.2	Utility Relocation
<b>CON</b>	50929.3.1	Construction
<b>OTHER</b>		
<b>FEDERAL-AID</b>	5092901	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
TADA	\$440,000	80 %	\$110,000	20 %
<b>Total Available Funding</b>		<b>\$550,000</b>		

**Responsibility:** The Town of Granite Quarry shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -  
FEDERAL**

ROWAN COUNTY

DATE: 1/10/2024

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: BL-0088

AND

WBS Elements: PE 50929.1.1

ROW 50929.2.1

TOWN OF GRANITE QUARRY

UTIL 50929.2.2

CON 50929.3.1

FEDERAL-AID NUMBER: 5092901

CFDA #: 20.205

Total Funds [NCDOT Participation] \$440,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Granite Quarry, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Granite Quarry Sidewalks, hereinafter referred to as the Project, in Rowan County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$440,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

## **1. GENERAL PROVISIONS**

### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

### **AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

### **LOCAL PUBLIC AGENCY TO PERFORM ALL WORK**

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

### **PERSON IN RESPONSIBLE CHARGE**

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

#### **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

#### **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **2. SCOPE OF PROJECT**

The Project consists of construction of sidewalk to allow pedestrians connectivity from Granite Lake Park, Granite Centennial Park and Granite Civic Park in Granite Quarry.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

### 3. FUNDING

#### PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is TADA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

#### REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of Four Hundred Forty Thousand Dollars (\$440,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

#### FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
TADA	\$440,000	80%	\$110,000	20%
<b>Total Available Funding</b>		<b>\$550,000</b>		

## **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside, but is not limited to, ten percent (10%) of the total available funding, or \$55,000, to use towards the costs related to review and oversight of this Project. These costs may include but are not limited to: review and approval of plans, environmental documents, contract proposals, and engineering estimates; performance of any phase of work, for example, contract administration or construction engineering and inspection; oversight of any phases; or any other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

## **4. PERIOD OF PERFORMANCE**

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department may allow up to three additional months for submission of final reimbursement package by the Municipality, without entering into a supplemental agreement. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

## **5. PRELIMINARY ENGINEERING AUTHORIZATION**

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization

from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

## **6. PROFESSIONAL AND ENGINEERING SERVICES**

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

### **PROCUREMENT POLICY**

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at [www.fhwa.dot.gov/legsregs/legislat.html](http://www.fhwa.dot.gov/legsregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

### **SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

## **WORK BY ENTITY**

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

## **7. PLANNING / ENVIRONMENTAL DOCUMENTATION**

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at [www.ncleg.net/gascripts/Statues/Statutes.asp](http://www.ncleg.net/gascripts/Statues/Statutes.asp) and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

## **8. DESIGN**

### **CONTENT OF PLAN PACKAGE**

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

## **9. RIGHT OF WAY / UTILITY AUTHORIZATION**

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

## **10. PROJECT LIMITS AND RIGHT OF WAY (ROW)**

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

### **SPONSOR PROVIDES ROW**

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

### **ROW GUIDANCE**

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm); NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp); and the North Carolina Department of Transportation Right of Way Manual.

## **APPRAISAL**

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

## **CLEARANCE OF PROJECT LIMITS / ROW**

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

## **RELOCATION ASSISTANCE**

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

## **11. UTILITIES**

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

## **12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION**

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

## **13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE**

### **CONTRACT PROPOSAL**

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

### **ENGINEER'S ESTIMATE**

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

## **14. CONSTRUCTION AUTHORIZATION**

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

## **15. CONTRACTOR PROCUREMENT**

### **ADVERTISE FOR BIDS**

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm); and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### **CONSTRUCTION CONTRACTOR REQUIREMENTS**

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

### **CONSTRUCTION SUBCONTRACTOR REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### **AWARDING CONTRACT**

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

### **DELAY IN PROCUREMENT**

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

### **FORCE ACCOUNT**

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference [www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm). North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

## **16. CONSTRUCTION**

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

### **CONSTRUCTION CONTRACT ADMINISTRATION**

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

## **RETAINAGE**

The Municipality shall not retain any portion of a payment due the contractor.

## **SIGNAGE**

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

## **SITE LAYOUT**

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design ([www.usdoj.gov/crt/ada/stdspdf.htm](http://www.usdoj.gov/crt/ada/stdspdf.htm)).

## **RIGHT TO INSPECT**

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

## **CONTRACTOR COMPLIANCE**

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

## **CHANGE ORDERS**

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

## **SHOP DRAWINGS**

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

## **17. CLOSE-OUT**

Upon completion of the Project, the Municipality shall be responsible for the following:

### **FINAL INSPECTION**

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

### **FINAL PROJECT CERTIFICATION**

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

## **18. MAINTENANCE**

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Granite Quarry Sidewalks, or as required by an executed encroachment agreement.

## 19. REIMBURSEMENT

### SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

### REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 ([www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm)) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm). Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

### REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$440,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for

allowable costs set forth in 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department’s rates in effect for the time period in which the work is performed.

## **BILLING THE DEPARTMENT**

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department’s guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department’s Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

## **20. REPORTING REQUIREMENTS AND RECORDS RETENTION**

### **PROJECT EVALUATION REPORTS**

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

### **PROJECT RECORDS**

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

## **21. OTHER PROVISIONS**

### **REFERENCES**

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

### **INDEMNIFICATION OF DEPARTMENT**

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

## **DEBARMENT POLICY**

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

## **TITLE VI - CIVIL RIGHTS ACT OF 1964**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

## **OTHER AGREEMENTS**

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

## **AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

## **IMPROPER USE OF FUNDS**

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

## **TERMINATION OF PROJECT**

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

## **AUDITS**

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

## **REIMBURSEMENT BY MUNICIPALITY**

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

## **USE OF POWELL BILL FUNDS**

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

## **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

## **AUTHORIZATION TO EXECUTE**

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

## **FACSIMILE SIGNATURES**

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

## **GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

## **22. SUNSET PROVISION**

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF GRANITE QUARRY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_

Town of Granite Quarry

Remittance Address:

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_(Date)

Office of The Mayor:

# Proclamation

**WHEREAS**, Black History Month is the observance of a special period to recognize the achievements and contributions of African-Americans to our county, state and nation; and

**WHEREAS**, this observance presents the special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have played a part in the progress of our county; and

**WHEREAS**, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

**WHEREAS**, as a result of their determination, hard work, intelligence, and perseverance, African-Americans have achieved exceptional success in all aspects of society including business, education, politics, science, athletics and the arts; and

**NOW, THEREFORE, BE IT PROCLAIMED** that I, Brittany H. Barnhardt, Mayor of Granite Quarry, North Carolina, do hereby proclaim February 2024 as Black History Month and encourage all citizens to participate in the educational and celebratory events honoring the contributions and accomplishments of African-Americans.

**ADOPTED this 12<sup>th</sup> day of February 2024.**

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Brittany H. Barnhardt, Mayor

ATTEST:

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Aubrey Smith, Town Clerk

# February 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
	Planning Board 6pm	Centralina Delegate onboarding 12pm	Strategic Planning Mtng 3:30pm			
11	12	13	14	15	16	17
	BoA Mtg. 6pm		CAC 5:30pm	Power in Partnership Breakfast 7:30am		
18	19	20	21	22	23	24
	ZBA Mtng. 6pm		Centralina Board of Delegates Mtng 5pm	Planning Retreat 11am Events Committee 5:30pm		Crepe Myrtle Workshop 9am
25	26	27	28	29		
			CRMPO TAC 5:30pm			

# March 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
	Planning Board 6pm	Primary Elections				
10	11	12	13	14	15	16
	BoA Mtg. 6pm		Centralina Executive Board 5pm CAC 5:30pm	RMA 6pm		Mulch Giveaway 9am-12pm
17	18	19	20	21	22	23
	ZBA Mtng. 6pm			Power in Partnership Breakfast 7:30am Budget Workshop <i>tbd</i>		
24	25	26	27	28	29	30
			CRMPO TAC 5:30pm	Events Committee 5:30pm	Good Friday Town Offices Closed	
31						
Easter						