



**TOWN OF GRANITE QUARRY  
BOARD OF ALDERMEN  
REGULAR MEETING MINUTES  
Monday, January 10, 2022  
6:00 p.m.**

**Present:** Mayor Brittany Barnhardt, Mayor Pro Tem John Linker, Alderman Jim Costantino, Alderman Kim Cress, Alderman Doug Shelton

**Staff:** Town Manager Larry Smith, Town Clerk Aubrey Smith, Town Attorney Chip Short, Finance Officer Shelly Shockley, Fire Chief / Public Works Director Jason Hord, Police Investigator Todd Taylor

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

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

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

**1. Approval of the Agenda**

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

**2. Approval of the Consent Agenda**

**A. Approval of the Minutes**

1) Regular Meeting Minutes December 13, 2021

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

**C. Financial Reports** (*Reports in Board packet*)

**D. Appointment** of Jeff Cannon to Parks, Events, and Recreation Committee

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

**3. Citizen Comments**

- Christopher Ealey, 117 E. Kerns Street – requested a speed limit sign on either end of Kerns Street and that the speed limit be enforced.

**4. Town Manager's Update**

Manager Smith reviewed highlights from his report in the agenda packet including the budget watchlist. Fuel is being watched carefully. Department heads are taking fuel efficiency measures, but a budget

amendment may be coming. Manager Smith shared that Powell Bill funds being received were roughly \$14,000 over what was estimated. Manager Smith asked if there were any questions on the materials that were sent out regarding retreat facilitation and suggested a motion to authorize staff to engage Centralina Council of Governments for planning retreat facilitation services. Mayor Pro Tem Linker suggested discussion on dates for the retreat at the end of the meeting.

**ACTION:** Mayor Pro Tem Linker made a motion to approve (*authorizing Manager Smith to engage Centralina Council of Governments for planning retreat facilitation services*). Alderman Costantino seconded the motion. The motion passed 4-0.

Manager Smith referenced the draft agreement included in the packet for planning and code enforcement services. The Board discussed whether the hours included travel. Attorney Short stated that based on paragraph 10, he read that travel was not counted against the 12 weekly hours that would be dedicated to planning.

**ACTION:** Alderman Shelton made a motion to authorize the Manager to move forward with the contract (*with NFocus for planning and code enforcement services*). Alderman Costantino seconded the motion. The motion passed 4-0.

## Old Business

### 5. Ordinance 2021-18

#### Driveway Standards Text Amendment

Manager Smith requested that the item be removed from the agenda until it could be reviewed and presented by a future planner.

**ACTION:** Mayor Pro Tem Linker made a motion to remove Ordinance 2021-18 from the agenda. Alderman Cress seconded the motion. The motion passed 4-0.

## New Business

### 6. Budget Amendment #7

#### Granite Fest Performer Contract

The Board discussed the reasons for the budget amendment.

**ACTION:** Alderman Shelton made a motion to approve (*Budget Amendment request #7 in the amount of \$2,000 to cover the down payment for recommended entertainment at Granite Fest 2022*). Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

### 7. Budget Amendment #6

#### Whitney Court Street Light

The Board discussed the recommendation to add a street light to Whitney Court. Chief Hord informed the Board that the residents in the cul-de-sac had pursued putting in a light on their own but that was not a possibility because of the bump outs. Chief Hord commented on the process for lighting plans through Duke's engineers and the lack of alternatives. The Board members expressed a desire for mast arms. Chief Hord stated the other street lights in the neighborhood will be upgraded with mast arms and LED lights as supplies are available.

**ACTION:** Alderman Costantino made a motion to approve (*Budget Amendment #6 to increase Fund Balance Appropriated (01-3991-99) and increase Streets – Cap Outlay-Bldg/Infrastructure (01-4511-58) in an amount not to exceed \$8,000 for pole installation and underground boring to add a streetlight to Whitney Court*). Alderman Shelton seconded the motion. The motion passed 3-1 with Alderman Cress opposed.

## 8. Proclamations

Mayor Barnhardt acknowledged the following proclamations.

- |                                |                  |
|--------------------------------|------------------|
| A. Martin Luther King, Jr. Day | January 17, 2022 |
| B. Black History Month         | February 2022    |

## 9. Board Comments

- Alderman Costantino asked about whether any candidates had been identified for the full-time planner position. Manager Smith stated all avenues are being investigated.
- Alderman Costantino asked about moving the February meeting since it falls on Valentines Day. No Board members were opposed.

**ACTION:** Alderman Costantino made a motion to change February's meeting date from Monday, February 14, 2022 to Tuesday, February 15, 2022. Alderman Cress seconded the motion. The motion passed 4-0.

- Mayor Barnhardt stated she recently attended a lunch for veterans that occurs at Christiana Lutheran every Tuesday at 11:00 a.m. She invited the other Board members to attend.
- The Board discussed dates for the planning retreat. By consensus February 10, 11, 24, 25, March 3, and 4 were identified as dates that board members were available. Board members were in favor of half-day meetings. Board members stated 9:00 a.m. to 1:00 p.m. would work for them.
- Alderman Shelton asked about whether storm drain connections and light poles were covered under Powell Bill funds. Manager Smith stated that light poles were not, but some storm drain connections could qualify depending on the project.
- Alderman Shelton asked if the Board wanted to re-institute the COVID Emergency Paid Sick Leave policy. Staff will bring sample policies to the next meeting for Board review and feedback.

## 10. Announcements and Date Reminders

A. Weekdays	January		Food Drive – Drop Off in Town Hall Lobby
B. Wednesday	January 12	5:00 p.m.	Centralina Executive Board Meeting virtual
C. Thursday	January 13	6:00 p.m.	Community Appearance Commission
D. Monday	January 17		Office Closed MLK, Jr. Day
E. Tuesday	January 18	3:30 p.m.	Revitalization Team
F. Tuesday	January 18	5:00 p.m.	Parks, Events, and Recreation Committee
G. Tuesday	January 18	5:30 p.m.	Zoning Board of Adjustment
H. Thursday	January 20	7:30 a.m.	Rowan Chamber Power in Partnership Breakfast
I. Monday	January 24	5:00 p.m.	Rowan Chamber Business After Hours
J. Wednesday	January 26	5:30 p.m.	Cabarrus-Rowan County MPO TAC
K. Thursday	January 27	4:00 p.m.	Rowan Chamber New Member Reception
L. Monday	February 7	6:00 p.m.	Planning Board
M. Wednesday	February 9	5:00 p.m.	Centralina Board of Delegates Meeting virtual
N. Thursday	February 10	6:00 p.m.	Community Appearance Commission
O. Saturday	March 5		Save the Date – Volunteer & Staff Banquet

## 11. Closed Session

### Legion Building

**ACTION:** Mayor Pro Tem Linker made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(5)(i) to instruct staff concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a proposed contract for the Legion Building lease. Alderman Costantino seconded the motion. The motion passed 4-0.

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

*No action was taken during the closed session. Mayor Barnhardt and Manager Smith will reach out to set up a meeting with Civitan representatives.*

**Adjournment**

**ACTION:** Alderman Costantino made a motion to adjourn. Alderman Cress seconded the motion. The meeting ended at 7:36 p.m.

Respectfully Submitted,

*Aubrey Smith*

Town Clerk



STATE OF NORTH CAROLINA  
COUNTY OF ROWAN

AGREEMENT WITH  
LOCAL GOVERNMENT

THIS AGREEMENT made the 10<sup>TH</sup> day of JANUARY, 2022 by and between Town of Granite Quarry, a North Carolina unit of Local Government (hereinafter known as "Local Government"); and, N-Focus, Inc., a North Carolina corporation (hereinafter known as "Contractor"), by signatures below, enter into the following Agreement:

WITNESSETH:

WHEREAS, Contractor has expertise in local government functions and Local Government has a need for such functions; and

WHEREAS, Local Government and Contractor desire to enter into this Agreement;

NOW THEREFORE, Local Government and Contractor agree as follows:

**Section A. SCOPE OF FUNCTIONS**

Contractor will provide Contractor personnel to perform the following specialized Functions for Local Government:

**1. Planning & Implementation Functions include:**

- a) Conduct comprehensive field studies of land use and development patterns throughout Local Government jurisdiction;
- b) Conduct comprehensive review of adopted policies applicable to land use and development throughout Local Government jurisdiction;
- c) Conduct comprehensive review of Local Government programs and policies to serve existing and future development within Local Government jurisdiction;
- d) Prepare plans and policy documents to achieve stated goals of Local Government through information gathering techniques to be determined and agreed upon with Local Government;
- e) Preparation of governing and/or advisory board/council/commission reporting materials;
- f) Presentations of governing and/or advisory board/council/commission reporting materials;
- g) Conduct review of applications for land development permits and approvals in accordance with applicable policies and ordinances; and
- h) Coordinate with Local Government staff for the proper filing of records within the official record of Local Government.

**2. Code Enforcement Functions include:**

- a) Investigations of complaints and/or reports of violations;
- b) Preparation of materials for distribution and notifications to owners of record and/or occupants of violation activities;
- c) Meeting and/or hearing with owners of record and/or occupants of violation activities;
- d) Field inspections to determine progress and/or compliance;
- e) Preparation of governing and/or advisory board/council/commission reporting materials;
- f) Presentations of governing and/or advisory board/council/commission reporting materials;
- g) Assisting owners of record and/or occupants of violation activities and advising said to achieve compliance;

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- h) Coordination with Local Government legal counsel, when necessary, to provide supporting materials as may be required for the filing of actions and/or liens; and
- i) Updating and submitting summary reports on periodic activities and accomplishments.

## **Section B. TERMS AND CONDITIONS**

1. **Contractor Personnel:** To ensure the performance of Functions defined in "Section A." herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of Contractor, to Local Government. The primary professional shall be responsible for Contractor personnel performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, assigned to perform these Functions shall be skilled in the use of work related computer software packages and other technology used to perform position Functions.
2. **E-Verify:** Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
3. **Certifications:** Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
4. **Equal Employment Opportunity:** Contractor, without limitation of any provision set forth herein, expressly agrees to abide by any and all applicable federal and/or State equal employment opportunity statutes, rules and regulations, as may be from time to time modified or amended.
5. **Status of Contractor:** Contractor and Local Government agree that in the performance of Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.
6. **Work Products:** All materials produced by Contractor personnel assigned to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar functions for other jurisdictions.
7. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.

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8. **Period of Service (POS):** Functions defined in "Section A." herein above shall be performed routinely based upon a mutually agreeable schedule during the period January 11, 2022 and ending June 30, 2022. POS as defined herein may be amended through either Termination, as set forth in "Section B.14." herein, or, Extension, as set forth in "Section B.16." herein.

9. **Level of Service (LOS):**

- a) Functions to be performed as defined in "Section A.1" herein above shall be provided at a LOS of approximately 12 hours per calendar week (a total of approximately 300 hours) during the POS as defined in "Section B.8." herein or 30% Full Time Equivalency (FTE). Non-scheduled closings (i.e. weather advisories, etc.) by Local Government are considered paid days off and will be recorded on time reporting documents. LOS will be monitored monthly, with quarterly invoicing for overages. LOS may be amended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization with Compensation as defined in "Section B.10." herein, and Payments as defined in "Section B.11." herein, adjusted accordingly.
- b) Functions defined in "Section A.2." herein above shall be performed on an Hourly "On-Call" basis as requested by Local Government.

10. **Compensation:**

- a) Compensation for Functions to be performed as defined in "Section A.1" herein above shall be Twenty-Two Thousand Five Hundred and no/100's (\$22,500.00) dollars for the POS as defined in "Section B.8." herein. Travel time to and from Local Government jurisdiction by Contractor personnel is included in the fee above.
- b) Compensation for Functions to be performed as defined in "Section A.2." herein above shall be Seventy-Three and no/100's (\$73.00) dollars per hour for the POS, as defined in "Section B.8." herein, and shall be invoiced by the hour monthly, and billed in quarter-hour increments. Travel time to and from Local Government jurisdiction by Contractor personnel is subject to the hourly fee stated herein. Travel time shall be pro-rated when more than one jurisdiction is served on the same trip.

Compensation is inclusive of all personnel costs including but not limited to:

- a. Base Salary plus:
  - i. Social Security & Medicare (FICA)
  - ii. State Unemployment Insurance (SUTA)
  - iii. Federal Unemployment Insurance (FUTA)
  - iv. Worker's Compensation Insurance
- b. Benefits:
  - i. Health, Life & Disability Insurance
  - ii. Paid Vacation & Personal Time
  - iii. Paid Holidays
  - iv. Paid Travel Time
- c. Professional Development & Certifications;
- d. Cellular Communications;
- e. Company Vehicle with
  - i. Vehicle Insurance
  - ii. Vehicle Operations & Maintenance
- f. Meals & Lodging; and
- g. Management cost

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Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e. printing, postage, etc.) provided by Contractor on behalf of Local Government, shall be reimbursed at actual cost plus seven (7%) percent. Travel by Contractor personnel on behalf of Local Government to perform inspections within Local Government jurisdiction, or attend meetings outside Local Government jurisdiction, shall be reimbursed at the current IRS Standard Mileage Rate.

**11. Payments:**

- a) Local Government shall provide twelve (12) equal bi-weekly payments per Payment Schedule (see "Exhibit A" herewith attached) in the amount of One Thousand Eight Hundred Seventy-Five and no/100's (\$1,875.00) dollars without invoice. Bi-weekly payments shall be made during the bi-weekly POS defined in "Section B.8." herein with the first payment due and payable within ten (10) days of the beginning of the POS defined in "Section B.8." herein.
- b) Monthly invoicing for Functions defined in "Section A.2" herein above, direct expenses & travel expenses as noted in "Section B.10." herein, and quarterly invoicing for LOS overages as noted in "Section B.9" herein, shall be due and payable on receipt of invoice.

A late payment penalty equal to 1.5% of the unpaid balance of either bi-weekly payments, monthly invoicing, or quarterly invoicing may be assessed.

- 12. Access:** Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.

- 13. Liability:** Contractor personnel assigned to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160D-402(c) and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor throughout the POS as defined in "Section B.8." herein for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance prior to beginning Functions defined in "Section A." herein above. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.

- 14. Termination:** Contractor or Local Government may terminate this Agreement for any reason with thirty (30) days written notification. In the event of early termination by Local Government, compensation for all Functions actually provided by Contractor through the termination date will be due and payable at the unit costs in effect at the time of termination. Compensation for any part of a billing cycle based upon the days within said cycle shall be prorated through the termination date. In the event Contractor personnel currently employed, recently separated/terminated or retired from Contractor become employed directly by Local Government either during the POS defined in "Section B.8." herein or within one-hundred-eighty (180) days of the effective date of Agreement Termination and/or Expiration, Contractor shall be entitled to supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement Termination and/or Expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.

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15. **Expiration:** This Agreement shall expire at 11:59 pm on June 30, 2022, unless extended as defined in "Section B.16." herein.
16. **Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon Extension of this Agreement, POS as defined in "Section B.8" herein, LOS as defined in "Section B.9." herein, Compensation as defined in "Section B.10." herein, and Payments as defined in "Section B.11." herein, are subject to change. All other Terms & Conditions defined herein shall remain the same.
17. **Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
18. **Force Majeure:** Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, pandemics, acts or failures of Local Government or others.
19. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.
20. **Dispute Resolution:** It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.
21. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
22. **Entire Agreement:** Local Government and Contractor acknowledge this Agreement and any Attachments hereto constitute the entire agreement between Local Government and Contractor concerning the subject matter hereof. Any amendments or modifications of this Agreement shall be in writing and executed by Local Government and Contractor. Unless stated otherwise in this Agreement, this Agreement may not be modified.

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23. **Representatives:** On behalf of Contractor, only the following individuals have authority to modify or alter the terms and conditions of this Agreement:

F. Richard Flowe, President & CEO  
Patricia A. Rader, Secretary/Treasurer & COO

24. **Notification:**

All correspondence shall be directed to:  
Patti Rader, Manager  
N-Focus, Inc.  
315 South Main Street, Suite 200  
Kannapolis, NC 28081  
704.933.0772  
PRader@NFocusPlanning.org

**Section C. ACCEPTANCE:**

Patricia A. Rader

January 10, 2022

Patricia A. Rader, Manager

Date

**ACCEPTED** on behalf of Local Government by:

Larry Smith  
Signature

1/10/2022  
Date

Larry Smith  
Printed name of authorized person signed above

Seal of Local Government



**ATTEST:**

Carl Smith  
Clerk to the governing board/council of  
Local Government

1/10/2022  
Date

**PRE-AUDIT:**

This document has been pre-audited in accordance with applicable North Carolina General Statute.

Sheely Shockley  
Finance Officer

1/10/2022  
Date

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in favor of such endorsement(s).

## PRODUCER



Melanie Franklin  
1270 Hendersonville Rd  
Asheville, NC, 28704

## CONTACT

NAME: Donna Dark

PHONE: 828-274-2420

FAX: 828-274-2423

EMAIL: [blank]

ADDRESS: [blank]

INSURER(S) AFFORDING COVERAGE

INSURER A: State Farm Fire and Casualty Company

INSURER B: State Farm Mutual Automobile Insurance Company

INSURER C: [blank]

INSURER D: [blank]

INSURER E: [blank]

INSURER F: [blank]

NAME #

25143

25178

## INSURED

NFOCUS INC  
313 S MAIN ST STE 110  
KANNAPOLIS NC 28081

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
<p>COMMERCIAL GENERAL LIABILITY</p> <p>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p>POLICY <input type="checkbox"/> LOC <input type="checkbox"/> LOC</p> <p>OTHER: [blank]</p>	93-B5-L417-0	09/25/2021	09/20/2022	<p>EACH OCCURRENCE \$ 2,000,000</p> <p>DAMAGE TO RENTED PREMISES (R&amp;P) \$ 300,000</p> <p>MED EXP (Any one person) \$ 5,000</p> <p>PERSONAL &amp; ADV INJURY \$ 4,000,000</p> <p>GENERAL AGGREGATE \$ 4,000,000</p> <p>PRODUCTS - COMP/OP AGG \$ 4,000,000</p>
<p>AUTOMOBILE LIABILITY</p> <p>ANY AUTO <input checked="" type="checkbox"/></p> <p>OWNED AUTOS ONLY <input type="checkbox"/></p> <p>LEASED AUTOS ONLY <input type="checkbox"/></p> <p>SCHEDULED AUTOS <input type="checkbox"/></p> <p>NON-OWNED AUTOS ONLY <input type="checkbox"/></p>	364 7270-A20-33H	01/20/2022	01/20/2023	<p>COMBINED SINGLE LIMIT (R&amp;P) \$</p> <p>BODILY INJURY (Per person) \$ 1,000,000</p> <p>BODILY INJURY (Per accident) \$ 1,000,000</p> <p>PROPERTY DAMAGE (Per accident) \$ 500,000</p>
<p>UMBRELLA LIAB</p> <p>EXCESS LIAB <input type="checkbox"/></p> <p>OCCUR <input type="checkbox"/></p> <p>CLAIMS-MADE <input type="checkbox"/></p>				<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Indemnify to H&amp;W) <input type="checkbox"/></p> <p>IF YES, describe under DESCRIPTION OF OPERATIONS below: [blank]</p>	93-E1-G042-7	03/24/2021	03/24/2023	<p>PER STATUTE <input type="checkbox"/> CIVIL \$</p> <p>E.L. EACH ACCIDENT \$ 100,000</p> <p>E.L. DISEASE - EA EMPLOYEE \$ 100,000</p> <p>E.L. DISEASE - POLICY LIMIT \$ 500,000</p>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 106, Additional Remarks Schedule, may be attached if more space is required)  
Thirty days written notice will be given prior to cancellation and subsequent to any adverse change in coverage.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

*Donna Dark* L&S

ACORD 28 (2016/03)

The ACORD name and logo are registered marks of ACORD

1001488 132848,12 05-18-2015

N-Focus

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Form **W-9**(Rev. October 2015)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**N-FOCUS, INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Marked as exempt payee under the act.)

5 Address number, street, and apt. or suite no. See instructions.  
**315 South Main Street, Suite 200**

6 City, state, and ZIP code  
**Kannapolis, NC 28081**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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OR

Employer identification number

2	6		0	6	1	4	6	5	8
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *[Signature]* Date **6/3/21**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2015)

N-Focus

Initials: EAR Date: 01.10.22

Granite Quarry – FY 22\_ Planning &amp; Code Agreement

Initials: LES Date: 1/10/2022

**N-Focus, Inc.**

- Town of Granite Quarry
- FY 22 Agreement

### Exhibit "A"

#### Payment Schedule

[illegible]

Town of Granite Quarry

**FISCAL YEAR 2021-2022  
BUDGET AMENDMENT REQUEST #7**

January 10, 2022

**PURPOSE:** To increase Parks Miscellaneous (01-3613-41) and Parks – Committees – PERC (01-6130-62) by \$2,000 to cover the down payment (50%) of the recommended entertainment at Granite Fest 2022.

**General Fund – Fund 01**

**Revenues:**

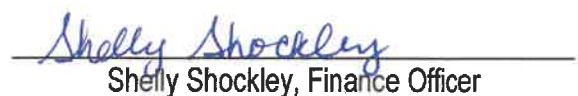
<b><u>GL Acct #</u></b>	<b><u>Account Description</u></b>	<b><u>Increase (Decrease):</u></b>
01-3613-41	Parks Miscellaneous	\$ 2,000
Total Increase/Decrease:		<b>\$ 2,000</b>

**Expenses:**

<b><u>GL Acct #</u></b>	<b><u>Account Description</u></b>	<b><u>Increase (Decrease):</u></b>
01-6130-62	Parks – Committees - PERC	\$ 2,000
Total Increase/Decrease:		<b>\$ 2,000</b>

The above Budget Amendment was approved / denied by the Manager or Board on 1/10/2022.

  
Brittany Barnhardt, Mayor

  
Shelly Shockley, Finance Officer

Town of Granite Quarry

**FISCAL YEAR 2021-2022  
BUDGET AMENDMENT REQUEST #6**

**January 10, 2022**

**PURPOSE:** To increase Fund Balance Appropriated (01-3991-99) and increase Streets – Cap Outlay-Bldg/Infrastructure (01-4511-58) in an amount not to exceed \$8,000 for pole installation and underground boring to add a streetlight to Whitney Court.

**General Fund – Fund 01**

**Revenues:**

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-3991-99	Fund Balance Appropriated	\$ 8,000
Total Increase/Decrease:		<b>\$ 8,000</b>

**Expenses:**

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-4511-58	Cap Outlay – Bldg/Infrastructure	\$ 8,000
Total Increase/Decrease:		<b>\$ 8,000</b>

**The above Budget Amendment was approved / denied by the Manager or Board on 1/10/2022.**

  
Brittany Barnhardt, Mayor

  
Shelly Shockley, Finance Officer

Office of The Mayor:

# Proclamation

DR. MARTIN LUTHER KING, JR. DAY

January 17, 2022

“We may have all come on different ships, but we’re in the same boat now.”

**Whereas:** the vision of Dr. Martin Luther King, Jr., was one of peace, opportunity, and harmony. His message of nonviolence, optimism, and service continues to resonate today as we strive to reflect our highest ideals of fairness and equality in opportunity; and,

**Whereas:** Dr. King’s legacy remains a message of enduring truth, reminding us that life’s most urgent and persistent question is “What are you doing for others?” We must continue to pursue freedom, opportunity, and peace and embrace the history, culture, religion, and ability of all people as an essential part of our American identity; and,

**Whereas:** as we gather on this day to commemorate the life and legacy of this extraordinary man, let us remember his words that call us to action in the fight against injustice and inequality. Let us pledge to use our lives, as he did, to make a difference in the world.

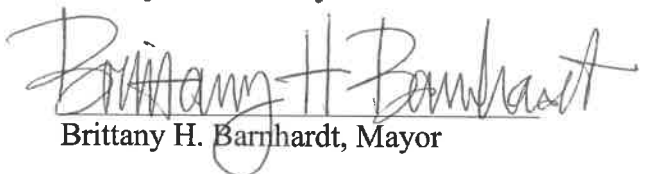
**Therefore:** in special recognition of the accomplishments and the legacy of Dr. Martin Luther King, Jr., I, Brittany Barnhardt, Mayor of Granite Quarry, do hereby proclaim January 17, 2022, as

## **Dr. Martin Luther King, Jr. Day**

I encourage all citizens to recognize the importance of Dr. King’s work in the history of our nation and in the conscience of our people.

**In Witness**

**Whereof:** I have hereunto set my hand and affixed the seal of the Town of Granite Quarry on this the 10<sup>th</sup> day of January 2022.

  
Brittany H. Barnhardt, Mayor

Attest

  
Aubrey Smith, Town Clerk

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 2022 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 10<sup>th</sup> day of January 2022.**

  
Brittany H. Barnhardt, Mayor

ATTEST:

  
Aubrey Smith, Town Clerk