



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
REGULAR MEETING MINUTES
Monday, November 14, 2022
6:00 p.m.**

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

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith, Town Attorney Chip Short, 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: Alderman Costantino made a motion to approve the agenda. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

- 1) Special Meeting October 6, 2022
- 2) Regular Meeting October 10, 2022

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

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

D. Committee Appointment – Zoning Board of Adjustment

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

3. Citizen Comments – There were no citizen comments.

4. Town Manager's Update

Manager Smith shared updates from his report in the agenda packet including the change to the Waste Management route. Currently, the route for the full town is one day; Waste Management proposed moving to two days due to growth. All those affected will be contacted by Waste Management directly. Manager Smith shared that the newest contracted planner from N-Focus began the transition today.

Board members were advised that any questions regarding the audit report could be sent in before the next meeting. The audit presentation will be made at the December meeting. The statement that has appeared each year regarding a deficiency in the process due to the size of the town and the number of town staff was removed this year due to internal controls and measures put into place. The removal of the statement represents a huge accomplishment for the town.

Old Business

5. Adoption

Core Values

ACTION: Alderman Costantino made a motion to approve (*the final Strategic Goal-Setting document*). Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

6. Budget Amendment

Flail Mower

Manager Smith shared that last month the Board approved a budget amendment to purchase a flail mower. New information came to light indicating the purchase would not be eligible for Powell Bill funds. Staff requested a reversal of Budget Amendment #2 (approved at last meeting) by the adoption of Budget Amendment #2B.

ACTION: Mayor Pro Tem Linker made a motion to adopt Budget Amendment #2B as presented. Alderman Costantino seconded the motion. The motion failed 2-3 with Mayor Pro Tem Linker and Alderman Costantino in favor; Alderman Shelton and Alderman Cannon opposed; and Mayor Barnhardt voting in opposition to break the tie.

There was discussion regarding reversing BA #2 and making the purchase without moving funds.

ACTION: Alderman Shelton made a motion to reverse Budget Amendment #2 with the appropriation from the Powell Bill funds. Alderman Cannon seconded the motion. The motion passed 4-0.

New Business

7. Approval

Longevity Pay

ACTION: Alderman Shelton made a motion to approve Longevity Pay as budgeted (*for FY22-23*). Alderman Costantino seconded the motion. The motion passed 4-0.

8. Adoption

Fund Balance Policy

Manager Smith stated the proposed policy would give the manager and finance officer direction when preparing the budget each year. Board members stated they would like Finance Officer Shockley to provide input.

ACTION: Alderman Shelton made a motion to table until the December meeting when Finance Officer Shockley could be present. Alderman Costantino seconded the motion. The motion passed 4-0.

9. Budget Amendment

Goose Masters

Chief Hord addressed the Board and shared the various methods that had been tried in-house for goose deterrents. The proposed program was tried on a trial basis and found to be effective. Chief Hord shared that residents are split on their opinion of having geese at the park. Board members discussed their desire to find an alternative to the proposed program and all expressed a desire to have ducks at the park. Alderman Cannon shared that he had spoken with representatives from Carolina Waterfowl Rescue regarding goose deterrents and the necessity for an enclosure for the ducks for winter. By Board consensus, he will work with Chief Hord to determine options.

Introduction of New Officer (from Town Manager's Update)

Mayor Barnhardt invited Chief Cook to introduce the newest police officer, Anastasiia Shumeiko. Officer Shumeiko began in October and is currently in the field training program.

10. Approval

TAP Funding Request Application

Mayor Barnhardt introduced the opportunity for funding through the MPO and stated there would be a 20% match required of the town. The funding for this project is separate from the MPO's discretionary funds.

ACTION: Alderman Costantino made a motion to approve (*Resolution 2022-10 in support of the application for Transportation Alternatives Program Funds*). Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

11. Approval

Transformational Projects - Scope of Services

Manager Smith shared the updated summary handed out at the meeting with clarifications from Stewart regarding the scope of services.

There was Board discussion regarding using funds freed up by ARPA to pay for this. Board members also stated a desire to see a report showing how funds freed up by ARPA were being used on an ongoing basis. Manager Smith shared that would be shown on the Capital Project Ordinance.

ACTION: Alderman Shelton made a motion to approve the Scope of Services and funding sources for the Town's Transformational Projects with Stewart as presented. Alderman Costantino seconded the motion. Alderman Shelton amended his motion to stipulate the approval for the full amount of \$39,100 (*Tasks 1 & 2*). Alderman Costantino seconded the amendment. The amended motion passed 4-0.

12. Board Comments

- Mayor Barnhardt gave kudos to Manager Smith and staff for hard work on all the current projects.
- Alderman Shelton stated that he was disappointed and that he feels nothing tangible had been done at the parks. There was Board discussion on Alderman Shelton's statement.

13. Announcements and Date Reminders

A. Tuesday	November 15	3:30 p.m.	Revitalization Team
B. Wednesday	November 16	5:30 p.m.	CRMPO TAC Meeting
C. Thursday	November 17	7:30 a.m.	Power in Partnership Breakfast
D. Monday	November 21	5:00 p.m.	Parks, Events and Recreation Committee
E. Monday	November 21	5:30 p.m.	Zoning Board of Adjustment
F. Thursday	November 24		Thanksgiving (Office Closed 24th & 25th)
G. Saturday	December 3	2:00 p.m.	Christmas at the Lake
H. Monday	December 5	6:00 p.m.	Planning Board
I. Thursday	December 8	6:00 p.m.	Community Appearance Commission

14. Closed Session

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)(ii) to discuss other material terms of an employment contract or proposed employment contract. Alderman Costantino seconded the motion. The motion passed 4-0.

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

There was no action taken in closed session.

Board Comments continued

- There was discussion regarding the volunteer and staff get-together that was formerly held at Christmas. PERC will discuss moving the gathering to a family event at the park in the spring.
- Mayor Barnhardt expressed a desire to have refreshments beginning at 5:00 p.m. before the December Board meeting and inviting staff to a meet and greet. No Board action was taken.
- Individual Board members discussed branded items like shirts and water bottles to be given away to Board members and staff. No Board action was taken.
- Mayor Barnhardt discussed the possibility of breakfast or snacks for staff as a token of appreciation. No Board action was taken.

Adjournment

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

The meeting ended at 7:26 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk

2022-2023 Strategic Goal-Setting



**Vision, Values, and
Strategic Goal-Setting**





Vision

***“Solid as the rock on which it was founded,
Granite Quarry will be a growing,
connected and family-friendly town that
provides a high quality of life for all.”***



Core Values

“GQ SOLID”

Growth

Quality

Steamline Communication

Operate with Accountability

Lead with Honesty & Integrity

Implement Teamwork

Demonstrate Enthusiastic Engagement

Our Core Values

We are committed to accomplishing our strategic vision for the Town by remaining “GQ SOLID” in our interactions with each other and all stakeholders of the Town

G rowth	Q uality	S teamline Communication	O perate with Accountability	L ead with Honesty & Integrity	I mplement Teamwork	D emonstrate Enthusiastic Engagement
We seek innovative growth that provides high quality of life for our residents, merchants, and visitors	We strive to “overdeliver consistently”, not even taking mundane tasks for granted (if you fail at the little things, people notice)	We appreciate that issues will arise, and we commit to accepting honest mistakes, communicating insight, feedback, and solutions	We respect and adhere to the Council-Manager form of government and our respective roles within it	We are attentive, honest, and transparent public servants	We recognize and respect each other’s roles and expertise in those roles	We actively engage the community and encourage involvement to “be the change we wish to see”
We embrace and incorporate the Town’s unique “granite-theme” branding opportunity to create an authentic sense of place & community	We continuously self-assess the approach we are taking within our respective roles to ensure we are maintaining or advancing the quality of town services	We keep all communication professional, respectful, clear, and consistent	We refer questions and assign tasks to be owned and handled at the appropriate level within the organization, and commit to giving staff autonomy to make well-informed decisions	We trust that we all want to see each other succeed, so if we see something that seems to the contrary, we give that person the benefit of the doubt and ask them about it - directly, and quickly	We strive to create a positive working environment that recruits and retains top talent	We are customer service oriented
We are committed to self-improvement and growing our political and professional expertise	We are open to feedback on how we can adapt and improve the town and Town government	We practice active listening	We set SMART (Specific, Measurable, Attainable, Realistic, and Timely) objectives	We practice being an efficient, trusted, and credible source of information and services for the public	We take time to praise each other and practice gratitude	We expect willing and passionate involvement from all
We seek opportunities to best grow and balance Industrial/Commercial: Residential tax base and the level of services we provide to maintain the best tax rate possible for our community	We prioritize “quality over quantity” in situations where we stretch too thin or risk compromising quality	We respect and adhere to our adopted communication guidelines / rules of engagement	We embed our core values into our organizational culture, and tie them into performance measurements at every level of the organization	We take our roles seriously to make impartial, service-above-self driven decisions	We proactively support Board and Administrative directives, mission, and each other	We have fun!
			We take “proudful ownership” of the responsibilities and tasks within each of our positions		We keep an eye out for each other and encourage success by giving each other ongoing constructive feedback	

Goal Statements



Growth

Prepare for and attract safe, family-friendly, high-quality growth and development

Strategy: Enhance development regulations and municipal services wherever possible to ensure high quality growth and high quality of life



Parks & Recreation

Enhance and advance Town parks and recreational opportunities

Strategy: Begin implementation of Parks & Recreation and Bicycle & Pedestrian Master Plan initiatives while promoting our Town parks



Economic Development

Seek commercial, retail, and industrial retention, growth, and expansion opportunities

Strategy: Utilize master plans and partnering agencies / resources to advance economic development goals



Community Engagement / Communications

Optimize quality of life and placemaking (sense of place / community) through community engagement and streamlined Town communications

Strategy: Streamline information flow both internally and by informing and engaging stakeholders



Growth – Quality Growth, Quality of Life

Goal:

Prepare for and attract safe, family-friendly, high-quality growth and development

Strategy:

Enhance development regulations and municipal services wherever possible to ensure high quality growth and high quality of life

Initiatives:

^ Implementation strategy ◇ *Indicator of Progress*

Enhance development regulations and incentives where possible

^ Update Land Use Plan and Unified Development Ordinance

^ Seek partnership or incentive opportunities (e.g., Development Agreements, incentivizing UDO provisions)

◇ *CLUP / UDO updates substantially completed*

◇ *Proactive development provisions (e.g., incentives for conservation development) considered in CLUP / UDO planning process*

Ensure high-quality planning services and quality of life

^ Continue to recruit for a FT staff planner and/or alternatives to help supplement PT planning services

^ Promote proactive initiatives such as Yard of the Month program, mulch giveaways, etc

◇ *Successful implementation of supplemental or alternative planning services to improve workload, productivity, capacity*

◇ *Increased community engagement in proactive appearance/ comm. dev. activities (see “Community Engagement / Communications”)*

Ensure high-quality public safety services and safe neighborhoods

^ Evaluate JPA Agreement and statistics to ensure model is appropriate & we have adequate resources to provide high-quality service to our residents

^ Unfreeze PD officer position

^ Continue PD risk review & state accreditation process

^ Maintain ISO Class 1 FD rating

◇ *Continue increased visibility and effectiveness of patrols and community interactions*

◇ *Staff the unfrozen PD position*

◇ *NCLM risk review completed; state accreditation underway*

Recruit, retain, and rely on expert staff who can lead us there

^ Establish & integrate vision, core values, goal statements to clarify expectations & guide staff

^ Maintain competitive pay & benefits, professional training and development

^ Promote a positive atmosphere, healthy team working environment, and have fun!

◇ *Vision, core values, goal statements, communication guidelines adopted by Board; integrated into performance evaluations and measurement processes*



Parks & Recreation

Goal:

Enhance and advance Town parks and recreational opportunities

Strategy:

Begin implementing Parks & Rec and Bike & Ped Master Plan initiatives while promoting our Town parks

Initiatives:

^ Implementation strategy

◇ Indicator of Progress

Begin implementing Master Plans

^ Incorporate Parks & Rec and Bike & Ped Master Plans into the CLUP update if possible

^ Determine organizational model(s) and/or partnerships available to best implement the Master Plan initiatives (e.g., Steering Committee, “Friends of the Park” or other public-private partnerships); and/or

^ Seek interlocal opportunities with Rowan County and City of Salisbury Parks Departments, etc

◇ Organizational model(s) to implement plans determined & approved

◇ Interlocal partnership opportunities pursued

Incorporate funding for low-hanging fruit within FY budgets; use grants and supplemental funding (e.g., ARPA) for larger, transformational items

^ Pursue Fisher-Turner property acquisition and Coughenour land swap opportunities at Civic Park

^ Upgrade cameras/wireless system in Civic and Lake Parks

^ Plan ARPA funds, seek partnership and additional funding opportunities for transformational improvements

◇ Prioritized Civic Park acquisitions pursued

◇ Priority plan projects identified for PARTF, etc grants and upcoming budgets

◇ PARTF application Spring 2023

Signature Event

^ Continue to grow Granite Fest as the Town’s high quality, annual signature event

◇ Continue debriefs and evaluation of Granite Fest organization model, ways to potentially improve each year

◇ Increased volunteer participation, community attendance and positive feedback of event (within areas of influence and control of course – i.e., not weather, etc)



Economic Development

Goal:

Seek commercial, retail, and industrial retention, growth, and expansion opportunities

Strategy:

Utilize master plans and partnering agencies / resources to advance economic development goals

Initiatives:

^ Implementation strategy ◇ *Indicator of Progress*

Downtown Master Plan (DMP)

- ^ Continue to use DMP principles and recommendations as guide (e.g., branding, placemaking)
- ^ Update / incorporate DMP in the CLUP update if possible
- ^ Continue exploring organizational models & partnerships available to help continue implementing Master Plan recommendations (e.g., Downtown Development Assn, Merchants Assn, other public-private partnerships)
- ◇ *Consider organizational model(s) for revitalization efforts concurrent with Parks & Rec / Bike & Ped organizational model(s)*

Explore downtown improvements

- ^ Work toward mediating Town Square infrastructure solution with DOT, Duke Energy and other Utilities
- ^ Target priority streetscape project(s) (e.g., Brinkley Center curb cut, sidewalk issue)
- ◇ *Some plan/resolution (temporary or permanent) with Town Square signal infrastructure achieved*
- ◇ *Consider a targeted downtown streetscape project for FY24 Powell Bill project (sooner if current budget, alternative funding, partnership, etc allows)*

Industrial Park opportunities

- ^ Assist Rowan Economic Dev. Council in proposing & coordinating an Industrial Park sign with Rowan County for its Granite Industrial Park
- ^ Allow County & EDC to leverage Town parcel within the Industrial Park as incentive for beneficial speculative industrial interests
- ◇ *Any examples identified by town staff submitted to EDC; encourage EDC to facilitate discussion with County*

Growth/expansion opportunities

- ^ Be mindful of commercial and industrial expansion opportunities during upcoming discussions, studies and updates
- ◇ *Consider such growth opportunities during upcoming annexation agreement discussions with Rowan County & City of Salisbury; also with CLUP update*



Community Engagement / Communications

Goal:

Optimize quality of life and placemaking (sense of place/community) through community engagement and streamlined Town communications

Strategy:

Streamline information flow both internally and by informing and engaging stakeholders

Initiatives:

^ Implementation strategy ◇ <i>Indicator of Progress</i>

Internal Communication

^ Develop, adopt, and commit to using communication guidelines / “rules of engagement”

◇ *BOA engagement and buy-into development of communication guidelines, ideally with unanimous adoption*

◇ *BOA & Staff committed / actively adhering to communication guidelines*

Establish most efficient & manageable framework for GQ’s networking efforts (e.g., platform, annual meeting/report, newsletters, feet-on-the-street)

^ Continue website news updates, electronic sign messages

^ Review any additional realistic platforms for informing and engaging public within available town resources

◇ *Determine the platform(s) most responsive to verified community needs and available town resources*

◇ *Develop policy/procedures for implementation and management of said platform(s)*

Engage the community

^ Identify and recruit neighborhood captains / community partners

^ Identify and recruit qualified committee volunteers

^ Conduct community surveys on town interests and issues

◇ *Network of “Captains”/partners established*

◇ *Increased community engagement in proactive appearance / community development activities (e.g., YOM, Christmas decorating contest)*

◇ *Increased # of identified volunteer recruits*

◇ *At least one community survey developed and conducted*

Town of Granite Quarry

**FISCAL YEAR 2022-2023
BUDGET AMENDMENT REQUEST #2B**

November 14, 2022


PURPOSE: To reverse Budget Amendment #2 (Approved at the October 10, 2022 Board of Aldermen Meeting) as presented below:

General Fund – Fund 01 – Reversal of BA #2

Expenses:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-4510-55	Powell Bill Cap Outlay – Equipment	1,840
01-4510-99	Powell Bill Unappropriated FB	2,610
01-4510-29	Powell Bill Supplies & Equipment	(4,450)
Total Increase/Decrease:		\$ 0

The above Budget Amendment was approved / denied by the Manager or Board on 11/14/22.


Brittany H. Barnhardt, Mayor


Shelly Shockley, Finance Officer



RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, IN SUPPORT OF APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDS

WHEREAS, Transportation Alternatives Program (TAP) funds have been made available for transportation improvements in our area; and

WHEREAS, The Town of Granite Quarry selected a project to submit to the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) for consideration and funding; and

WHEREAS, the selected project includes 2,150 linear feet of 5-foot sidewalk to connect the Granite Lake Park, the Granite Civic Park, and the Centennial Park; and

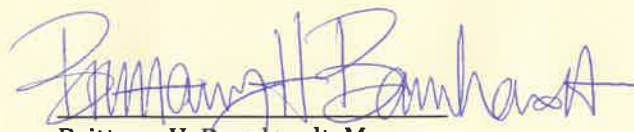
WHEREAS, The Town of Granite Quarry hereby requests Federal TAP funding from the CRMPO in the amount of \$440,000.00; and

WHEREAS, The Town of Granite Quarry acknowledges the required local match of no less than 20% and the availability of funds to pay all upfronts costs, since the program is a cost reimbursement program; and

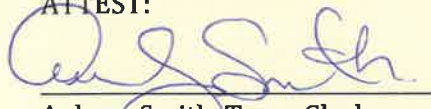
WHEREAS, The Town of Granite Quarry agrees to pay any costs that exceed the project amount if the application is selected for funding.

NOW, THEREFORE, BE IT RESOLVED the Board of Aldermen of the Town of Granite Quarry acknowledges if said project is selected for funding through the CRMPO selection process, said project is subject to all applicable Federal and State laws and regulations regarding TAP funding, as well as subject to the rules and procedures established by the CRMPO regarding approved TAP projects.

RESOLVED, APPROVED, AND EFFECTIVE UPON ADOPTION BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE 14th DAY OF Nov., 2022.


Brittany H. Barnhardt, Mayor

ATTEST:


Aubrey Smith, Town Clerk





STEWART
STRONGER BY DESIGN

Charlotte Office
T 704.334.7925

101 North Tryon Street, Suite 1400
Charlotte, NC 28202

November 4, 2022

Larry Smith
Town Manager
Town of Granite Quarry
143 N Salisbury Avenue
Granite Quarry, NC 28072

Re: Proposal for Professional Services
Scope: Pre-Development Services – Conceptual Design
Project: Transformational Improvement Projects
Location: Granite Quarry, North Carolina

Dear Larry:

STEWART is pleased to provide you with this proposal for Pre-Development Services associated with the Transformational Improvement Projects in Granite Quarry, North Carolina. We appreciate the opportunity to assist you with this initial phase of the project and look forward to working with you in this regard.

Please find below our project understanding, scope of work and proposed compensation. If, upon review, you have any questions, we would be happy to discuss them with you and make any appropriate revisions to the scope and fees.

PROJECT UNDERSTANDING:

Town of Granite Quarry [Client] wishes to contract with Stewart to provide Pre-Development Services for the Transformational Improvement Project for potential public improvement projects. Priority projects include improvements to the Town Square and along the Salisbury Avenue (US 52) streetscape, and upgrades to Civic Park. Through these initial phases, we will review in detail the previous planning efforts by the Town and work with the Town to determine the priorities for these projects as well as associated next steps, timelines, and funding opportunities.

In order to assist with the transportation and NCDOT planning and coordination on the project, Ramey Kemp will be working with Stewart in each of the project phases. HarrisCost will be working with Stewart and Ramey Kemp to provide cost estimating services.

SCOPE OF SERVICES:

Task 1 – Due Diligence, Analysis, and Costing:

It is understood that the STEWART team will complete a full inventory and review of the Town's previous plans and design efforts, including:

- Downtown Master Plan (2016)
- "Town Square" concept plan (2019)
- Parks and Recreation Master Plan (April 2022)
- Bicycle and Pedestrian Plan (August 2022):
- Carolina Thread Trail Plan for Rowan County Communities;
- Comprehensive Land Use Plan;
- Unified Development Ordinance;
- Zoning and site development standards;
- Facility Needs & Space Assessment (2020)
- Strategic Plan (on going)

We will also research any plans available that would affect the downtown planning, including plans from:

- Rowan County
- NCDOT

Mapping and spatial analysis will be compiled for the following

- Town projects
- Parks and Trails
- Streetscape
- Other projects and planning efforts inventoried in the previous planning efforts noted above

Conceptual Level Cost estimating to be developed based on existing concept planning:

- Streetscape and components
- Town Square

Meetings:

- *(1) Kick-off meeting, Virtual*
- *(1) Meeting with NCDOT to review signalization and transition of intersection options and timeline*
- *(3) Meeting with Town department heads, Virtual, to review priorities and gather information on the previous planning efforts*
- *(1) Review meeting with Client, In-person or Hybrid*

Deliverables:

- *Conceptual Cost estimates*
- *Meeting reports and recommendations*



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Task 2 - Optional – Stakeholder Charette:

Our team will lead a Charette with the Town's stakeholder group [to be selected by the Client]. At this meeting, we will accomplish the following:

- Report the Stewart team's findings from all the previous planning efforts
- Develop/refine list of candidate projects and associated descriptions or mapping
- Lead exercises with the group to determine project and planning priorities
- Discuss timelines of priority projects
- Civic Park priorities
- Streetscape/ Town Square priorities
- Determine projects to proceed

The charette will take place in the Town of Granite Quarry, likely at the Town Hall.

Meetings:

- *(1) Charette workshop, In Person*
- *(1) Review meeting with Client*

Deliverables:

- *Maps and Charette presentation*
- *Charette documentation, including meeting minutes, report of project discussions, and documentation of exhibits, discussion boards, and any sketches or markups created during the event*
- *Priorities documentation that delineates the action plan for projects moving forward*

FUTURE/OPTIONAL TASKS:

We understand that the Town wants to proceed quickly into actionable projects, so we have reserved these tasks to demonstrate our understanding of this intent. The scope of these tasks will be defined during the Charette held during Task 2. Upon the selection of those priorities, we will provide a detailed scope, timeline, deliverables and fee for the next phases of the project(s).



SCHEDULE:

Upon receipt of Notice to Proceed, Stewart will work with the Client to set the project schedule.

COMPENSATION:

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

Description: Scope of Services		Base Fee
Task 1	Due Diligence, Analysis, and Costing	\$ 23,400
	Expenses, as needed	\$ 500
TOTAL BASE SERVICES		\$ 23,900
Task 2 - Optional	Stakeholder Charette	\$ 15,200
TOTAL SERVICES		\$ 39,100

In addition, per our attached General Terms and Conditions, we will bill all normal out of pocket expenses at cost plus a 10% administrative fee. Such costs include project related travel, postage, parcel service, printing, and reproduction costs.

ADDITIONAL SERVICES:

Any request by the Client to complete items not contained in the scope of services, or items outlined as exclusions, will be deemed as Additional Services to this Agreement. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

CLIENT RESPONSIBILITIES:

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

- Provide access to the site (if applicable);
- Provide notice of scheduled meetings (with reasonable advanced notice);
- Provide decisions on critical issues as necessary in a timely manner;
- Payment of all invoices per Conditions of the Agreement.



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CONCLUSION:

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

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise it if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:

Emily Blackwell, PLA, ASLA, CLARB
Project Manager & Market Lead, Community Spaces

Attachments:

1. Attachment 1 - Conditions of the Agreement
2. Attachment 2 - Project Information Form (to be returned with signed agreement)

APPROVAL:

STEWART

Tedd Duncan
Print Name

Studio Leader, Landscape Architecture
Title

Signature

11.04.2022
Date

Granite Quarry

Larry Smith
Print Name

Town Manager
Title

Larry Smith
Signature

11/15/2022
Date

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

1.01 Standard of Care

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

2.01 Additions/Change to Scope of Services

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

3.01 Payment

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

4.01 Termination

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



STEWART

STRONGER BY DESIGN

Corporate Office 223 S. West Street
T 919.380.8750 Suite 1100
F 919.380.8752 Raleigh, NC 27603

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

5.01 Indemnification and Insurance

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

6.01 Delay

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

7.01 Instruments of Service

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

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

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

8.01 Waiver of Consequential Damages

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

9.01 Limitation of Liability

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

10.01 Disputes

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



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

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

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

11.01 General Considerations

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

Client Initials: LES



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ATTACHMENT – 2

STEWART

Project Billing Information

SECTION I: EXISTING CLIENT – PLEASE COMPLETE SECTION I ONLY (NEW CLIENT GO TO SECTION II)

Is there any change to the invoice requirements or contact information for this project Yes ☐ No ☐
If yes, identify any changes below:

Existing Client Name: _____

Change in Address: _____

Change in Phone #: _____

Change in Billing Contact: _____

Specific invoicing requirements: _____

SECTION II: NEW CLIENT– PLEASE COMPLETE ALL FIELDS

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

Town of Granite Quarry

New Client Billing Address: P.O. Box 351

Granite Quarry, NC 28072

Business Phone #: (704) 279 5596

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

Name: Shelly Shockley

Email: finance@granitequarrync.gov

Phone #: (704) 279 5596

Invoice Requirements

1. Is a PO number required on invoice? Yes ☐ No ☒ If yes, PO # is: _____
2. Is a Client Project # required on invoice? Yes ☐ No ☒ If yes, Project # is: _____
3. Is a lien waiver required for payment of invoice? Yes ☐ No ☒ (If yes please provide template)
4. Is additional backup documentation or reporting required with invoice? Yes ☐ No ☒ If yes, please describe: _____

-
5. Are there any other specific requirements needed for invoices? Yes ☒ No ☐ If yes, please describe:

Dates for billed work, specific tasks covered by invoice.

ACH is the requested method of payment

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

Routing#: 021052053

Account #: 74068236

Questions? - Please email accountsreceivable@stewartinc.com