



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
ORGANIZATIONAL MEETING MINUTES
Monday, December 11, 2023 6:00 p.m.**

Present: Mayor Brittany Barnhardt, Mayor Pro Tem John Linker, Alderman Doug Shelton, Alderman Jeff Cannon, Alderwoman-elect Laurie Mack, Alderman-elect Rich Luhrs

Not Present: Alderman Jim Costantino

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, Police Sergeant Richard Tester

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

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

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

Organizational Business

1. Recognition of Outgoing Board Members

Mayor Barnhardt recognized Alderman Jim Costantino and Alderman Jeff Cannon for their service to the Town. Alderman Jim Costantino served the town for eight years and Alderman Jeff Cannon served the town for one year after he was appointed to fill a vacancy.

2. Swearing in of Newly Elected Officials Rowan County Clerk of Court Todd Wyrick

Oaths of Office were administered by Todd Wyrick, Rowan County Clerk of Court for the newly elected officials.

- A. Mayor Brittany Barnhardt
- B. Alderman Doug Shelton
- C. Alderwoman Laurie Mack
- D. Alderman Rich Luhrs

New board members took their seats at the dais.

3. Election of Mayor Pro-Tempore

Alderman Luhrs nominated Doug Shelton.

Receiving no further nominations, Mayor Barnhardt called for the vote on Doug Shelton for Mayor Pro-Tempore. Doug Shelton was elected as Mayor Pro-Tempore with four votes in his favor.

4. **Swearing in of Mayor Pro-Tempore** **Rowan County Clerk of Court Todd Wyrick**
The Oath of Office for Mayor Pro-Tempore Doug Shelton was administered by Todd Wyrick, Rowan County Clerk of Court.
5. **Approval of the Agenda**
ACTION: Alderman Linker made a motion to approve the agenda as presented. Alderman Luhrs seconded the motion. The motion passed 4-0.
6. **Brief Recess for Reception**
ACTION: Mayor Pro Tem Shelton made a motion to recess. Alderman Luhrs seconded the motion. The motion passed 4-0.

The Board recessed at 6:10 p.m.

Mayor Barnhardt called the meeting back to order at 6:34 p.m.

7. **Approval of the Consent Agenda**
 - A. **Approval of the Minutes**
 - 1) Regular Meeting November 13, 2023
 - B. **Departmental Reports**
 - C. **Financial Reports**
 - D. **Certification of Fire Roster**
 - E. **Radio Agreement**
 - F. **Planning Board Appointment**

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

Mayor Pro Tem Shelton asked whether the radio agreement would cover all emergency personnel and received confirmation that it would.

8. **Public Comments:** There were no public comments.

9. **Guest Presentation** **Audit**
Tony Brewer, CPA addressed the Board and expressed thanks for the opportunity to serve as the Town's auditors. Mr. Brewer passed out a guide to the audit and shared highlights.

Highlights for the general fund:

- Ad valorem tax collections were up ~ \$161,000
- Unrestricted intergovernmental revenues were up ~ \$73,000
- Total revenues were up ~ \$307,000 mainly due to increases in ad valorem collections, local options sales tax increase, and investment earnings.
- Expenditures were up ~ \$149,000 mainly due to increases in all departments with the exception of transportation.
 - The Police department had an increase in salary, supplies, and capital outlay.
- For the year revenues were greater than expenditures by \$752,000 vs. an increase of \$587,000 in 2022.
 - \$435,000 of the \$752,000 was restricted, resulting in an increase of unrestricted fund balance of \$314,000
- Capital Projects as of June 30, 2023
 - Transformational Project just started, 3%

- Granite Lake Project stood at 87% complete
- Other noteworthy items:
 - Available or unassigned fund balance increased to 106% of general fund expenditures
 - Notes payable decreased \$100,000 due to principal payments
 - Collection rate remains above state average, 98.99%
- New requirements from the Local Government Commission:
 - Will no longer issue unit, or white, letters
 - Auditors are now required to report any Financial Performance Indicators to the Governing Body
 - New requirement for governing body to submit response to indicators to the LGC. Must be signed by majority of members and submitted within 60 days with plan to address areas of concern. The Town does not have any Financial Performance Indicators of concern or significant deficiencies for FY 22/23 and therefore does not have to submit a response.

Mr. Brewer thanked Manager Smith and Finance Officer Shockley for their diligent work and making things so readily available for the audit.

10. Guest Presentation

Taps at the Park

Tina Kanipe addressed the Board regarding a desire to play Taps on the first Friday of each month at Granite Lake Park. The program began as Taps on the Square in Martinsville, Indiana in 2012. Ms. Kanipe explained that the group had a desire to eventually build a full veterans' memorial on the west end of the park but would like to play Taps at the flagpole until that time. After the reading of names at 6:55 p.m., a bugler will play taps at 7:00 p.m. to honor veterans, police, fire personnel, prisoners of war, missing in action recovered, Rosie the Riveters, and those fallen.

Mayor Barnhardt shared that the Board had discussed placing a sign or plaque at the current flagpole until the time an official memorial is in place. The sign could be similar to a yard sale sign in size. Alderman Linker stated a master parks plan was in place and it would be necessary to coordinate with Town staff on plans for a memorial.

Mayor Barnhardt clarified that what was being requested tonight was a consensus that the Board was okay with the Taps at the Park event taking place at the park. Mayor Pro Tem Shelton stated that he had no issues with the ceremony itself taking place at the park but that changing the park would be another issue. Alderman Luhrs echoed his statement. There was a full verbal consensus that the event could begin in the Granite Lake Park on the first Friday of January. The group will coordinate with Town staff for the event sign.

11. Town Manager's Update

Manager Smith called on Police Chief Mark Cook who recognized Sergeant Richard Tester for being awarded his Advanced Law Enforcement Certificate from the North Carolina Department of Justice Criminal Justice Standards Division. To earn the certificate Sergeant Tester had to complete more than 1200 hours of training beyond the required in-service.

Manager Smith reviewed items from his report found in the agenda packet including kudos for Finance Officer Shelly Shockley for passing the final two exams to qualify for her Finance Officer certification. Manager Smith referenced the highlights from his report and reminded the Board members that the Civic Park Master Plan survey will be open through the end of the month.

Old Business

None

New Business

12. Board Appointments

A. Centralina Board of Delegates

Representative and Alternate

ACTION: Mayor Pro Tem Shelton made a motion to appoint Alderwoman Mack as representative to the Centralina Board of Delegates and Mayor Pro Tem Shelton as the alternate. Alderwoman Mack seconded the motion. The motion passed 4-0.

B. CRMPO Transportation Advisory Committee

Representative and Alternate

ACTION: Mayor Pro Tem Shelton made a motion to appoint Mayor Barnhardt as the CRMPO TAC representative and Alderman Luhrs as the alternate representative. Alderman Luhrs seconded the motion. The motion passed 4-0.

13. Budget Amendment

Board Training

ACTION: Mayor Pro Tem Shelton made a motion to approve Budget Amendment #3 as presented. Alderman Luhrs seconded the motion. The motion passed 4-0.

14. Board Comments

- Mayor Barnhardt shared that it would be helpful to identify which days would be best for upcoming strategic planning meetings. Historically Thursday mornings have worked for past boards. There was a general consensus that Thursday mornings would be the starting place for planning.
- Mayor Pro Tem Shelton asked to be registered for the upcoming PIP meeting.

15. Announcements and Date Reminders

A. Thursday	December 14	7:30 a.m.	Power in Partnership Breakfast
B. Monday	December 18	5:00 p.m.	Rowan Chamber Business After Hours
C. Monday	December 25		Christmas – Office Closed
D. Tuesday	December 26		Office Closed
E. Wednesday	December 27		Office Closed
F. Monday	January 1		New Year's Day – Office Closed
G. Tuesday	January 2	6:00 p.m.	Planning Board
H. Friday	January 5	8:30 a.m.	Centralina Elected Officials Breakfast

Adjourn

ACTION: Alderman Luhrs made a motion to adjourn. Alderman Linker seconded the motion. The motion passed 4-0.

The meeting ended at 7:36 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

EQUIPMENT LOAN AGREEMENT

THIS EQUIPMENT LOAN AGREEMENT (“Agreement”) is made as of this the 15 date of December, 2023 by and between ROWAN COUNTY, a body politic of the State of North Carolina (“County”) and The Town of Granite Quarry (“Borrower”). County and Borrower may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

WITNESSETH:

WHEREAS, County has purchased new replacement Motorola radios and desires to loan a certain number of such radios to each of the county municipalities or other agencies in an effort to standardize emergency communications among the several emergency services and/or law enforcement agencies; and

WHEREAS, Borrower desires to borrow the radios consistent with the terms contained herein; and

WHEREAS, this Agreement is authorized by North Carolina General Statutes, and the parties hereto have followed all of the necessary local and state procurement policies and are duly authorized to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises made herein below, the parties agree as follows:

1. Equipment. Subject to all terms and conditions of this Agreement, County will loan to Borrower the materials or equipment specified on the attached Exhibit A (the “Equipment”), as may be amended from time to time to reflect Equipment changes.
2. Term. The term (the “Initial Term”) of this Agreement shall be TEN (10) YEARS and begins on the 15 day of December, 2023, and expires on the 15 day of December, 2033, unless the Agreement is either sooner terminated or extended by mutual agreement in writing; provided, however, this Loan Agreement shall automatically extend for an additional TEN (10) YEAR period (the “Extension Term”) in the event that the County has not provided a total replacement of the Equipment prior to the expiration of the Initial Term.

3. Permitted Use. The Equipment shall be used for the sole purpose of emergency communications consistent with all adopted policies of the County as provided to each Borrower. At the end of the Term, Borrower shall return the Equipment in its original condition, ordinary wear and tear accepted.

4. Acquisition of Equipment. County has procured the Equipment consistent with state and local procurement policies and statutes.

5. Responsibility for Loss or Damage. Borrower is responsible, from the time Borrower takes possession of Equipment until Equipment is returned to the possession of County, for any Equipment that is lost or damaged beyond repair from the time Borrower takes possession until the Equipment is returned to the possession of County. "Damaged beyond repair" is defined as such damage determined by Motorola under any applicable repair policies or programs that exceeds "depot repair" costs, currently \$1,000.00). All other damaged Equipment shall be returned to the County and shall be repaired by the County under its available repair programs with Motorola, and to the extent available, County shall use reasonable efforts to provide replacement Equipment while any individual unit is being repaired or replaced.

6. Insurance. At all times during its possession of the Equipment, Borrower shall maintain all-risk insurance coverage against loss or damage of the Equipment up to its replacement value.

7. Indemnification. Borrower accepts all risks to itself and to any third parties that may result or arise out of the possession or use of the Equipment and, to the extent allowed by law, agrees to indemnify and save harmless County, its officers, agents, and employees from all loss, cost and expense arising out of any liability or claim of liability for damages to person or property arising out of its possession or use of the Equipment.

8. No Warranty. Borrower accepts the Equipment "As Is". County makes no warranty of any kind including that the Equipment is suitable for the use for which it is designed.

9. Termination. Either Party may terminate this Agreement at any time by giving one hundred eighty (180) days' written notice to the other Party. In addition, County may terminate this Agreement sooner than one hundred eighty (180) days in the event of Borrower's failure to comply with any of the terms and conditions of this Agreement; provided, however, the County shall provide written notice to Borrower of such breach and allow thirty (30) days for Borrower to cure the breach.

10. Ownership. The County shall at all times be the Owner of all Equipment herein. Because the Equipment serves as collateral for the County's financing of the Equipment, Borrower shall at all times maintain a complete log of all Equipment in its possession and shall provide such log to County upon request to confirm that all Equipment is readily available and in use.

11. Assignment. Borrower shall not assign this Agreement or any privileges granted hereunder without the prior written consent of County.

12. Notices. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the Party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to County:

Rowan County Emergency Services

ATTN: Allen Cress, Director

130 West Innes Street

Salisbury, NC 28144

If to Borrower:

Town of Granite Quarry

Attn: Mayor Brittany H. Barnhardt

PO Box 351

Granite Quarry, NC 28072

13. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.

14. No Waiver. The waiver by County of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of County to insist upon Borrower's performance in strict accordance with the terms of this Agreement.

15. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement.

16. Severability. Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

{Signature Page Follows}

IN WITNESS WHEREOF, County and Borrower have executed this Agreement as of the date of the last signature below as indicated by the signatures of their authorized representatives.

BORROWER: Town of Granite Quarry,



Brittany H Barnhardt (Dec 15, 2023 08:22 EST)

Name: Brittany H Barnhardt

ITS: Mayor of Granite Quarry

Brittany H Barnhardt

E-signed 2023-12-15 08:22AM EST
bbarnhardt@granitequarrync.gov
Mayor of Granite Quarry



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



Shelly Shockley (Dec 13, 2023 08:38 EST)

Name: Shelly Shockley

ITS: Finance Officer

Shelly Shockley

E-signed 2023-12-13 08:38AM EST
finance@granitequarrync.gov
Finance Officer



ROWAN COUNTY, a body politic of the State of
North Carolina,



Electronic Signature
Aaron Church

ROWAN
COUNTY
NORTH CAROLINA
Be an original.

Name: Aaron Church; Rowan County Manager

ITS: Manager, Chairman

Aaron Church

E-signed 2023-12-15 01:01PM EST
aaron.church@rowancountync.gov
Rowan County, NC Information
Systems




EXHIBIT A

Equipment to be Loaned

Model	Dept	Model #	Serial Number
APX 4500	Police	M22URS9PW1BN	471CZR1137
APX 4500	Police	M22URS9PW1BN	471CZR1138
APX 4500	Police	M22URS9PW1BN	471CZR1139
APX 4500	Police	M22URS9PW1BN	471CZR1140
APX 4500	Police	M22URS9PW1BN	471CZR1141
APX 4500	Police	M22URS9PW1BN	471CZR1142
APX 4500	Police	M22URS9PW1BN	471CZR1143
APX 4500	Police	M22URS9PW1BN	471CZR1144
APX 4500	Police	M22URS9PW1BN	471CZR1145
APX 4500	Police	M22URS9PW1BN	471CZR1146
APX 4500	Police	M22URS9PW1BN	471CZR1147
APX 4500	Police	M22URS9PW1BN	471CZR1148
APX 6000R	Police	H98UCH9PW7BN	481CZB5827
APX 6000R	Police	H98UCH9PW7BN	481CZB5828
APX 6000R	Police	H98UCH9PW7BN	481CZB5829
APX 6000R	Police	H98UCH9PW7BN	481CZB5830
APX 6000R	Police	H98UCH9PW7BN	481CZB5831
APX 6000R	Police	H98UCH9PW7BN	481CZB5832
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APX 6000R	Police	H98UCH9PW7BN	481CZB5835
APX 6000R	Police	H98UCH9PW7BN	481CZB5836
APX 6000R	Police	H98UCH9PW7BN	481CZB5837
APX 6000R	Police	H98UCH9PW7BN	481CZB5838
APX 4500	Fire	M22URS9PW1BN	471CZP0995
APX 4500	Fire	M22URS9PW1BN	471CZR1486
APX 4500	Fire	M22URS9PW1BN	471CZR1487
APX 4500	Fire	M22URS9PW1BN	471CZR1488
APX 4500	Fire	M22URS9PW1BN	471CZR1489
APX 4500	Fire	M22URS9PW1BN	471CZR1490
APX 4500	Fire	M22URS9PW1BN	471CZR1491
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APX 6000XE	Fire	H98UCH9PW7BN	481CZD0659
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0660
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0661
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APX 6000XE	Fire	H98UCH9PW7BN	481CZD0664
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APX 6000XE	Fire	H98UCH9PW7BN	481CZD0667
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0668
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0669
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0670
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0671
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0672
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0673
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0674
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0675
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0676
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0677
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0678
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0679
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0680
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0681
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0682
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0683
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0684
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0685
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0686
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0687

Workflow Acknowledgment

Purchasing Director: 

BOC Approval: BOC Approved November 6, 2023; Agenda Item K.

Insurance: N/A


Comment:

CIO: 

COI Comment:


County Attorney: 
Jay Dees, Dec 15, 2023 09:42 EST

Legal Comment:


Finance Director: 

Finance Comment: No pre-audit needed. No funds expended by the County for this agreement.


Jody Farrow-Bennett

E-signed 2023-12-15 09:00AM EST
jody.farrow-bennett@rowancountync.gov
Rowan County, NC -Procurement,
Director of Purchasing & Contract A 


Randy Cress

E-signed 2023-12-15 09:03AM EST
randy.cress@rowancountync.gov
Rowan County, NC Information
Systems, Assistant County Manager / 

Jay Dees

E-signed 2023-12-15 09:42AM EST
jay.dees@rowancountync.gov 

Anna Bumgarner

E-signed 2023-12-15 12:29PM EST
anna.bumgarner@rowancountync.gov
Rowan County, NC Information
Systems 

Town of Granite Quarry

FISCAL YEAR 2023-2024
BUDGET AMENDMENT REQUEST #3

December 11, 2023

PURPOSE: To increase Fund Balance Appropriated (01-3991-99) and increase Governing Body – Training (01-4110-31) by \$775 for additional training costs.

General Fund – Fund 01

Revenues:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-3991-99	Fund Balance Appropriated	\$ 775
Total Increase/Decrease:		\$ 775

Expenses:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-4110-31	Governing Body – Training	\$ 775
Total Increase/Decrease:		\$ 775

The above Budget Amendment was approved / denied by the Manager or Board on 12/11/23.


Brittany H. Barnhardt, Mayor


Shelly Shockley, Finance Officer