



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
REGULAR MEETING MINUTES
Monday, February 12, 2024 6:00 p.m.**

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

Not Present: Alderman John Linker

Staff: Acting Town Manager/Fire Chief/Public Works Director Jason Hord, Town Clerk Aubrey Smith, Town Attorney Zachary Moretz, Finance Officer Shelly Shockley, 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.

1. Approval of the Agenda

ACTION: Alderman Luhrs made a motion to approve the agenda with the exclusion of item 6. Alderwoman Mack seconded the motion. The motion passed 3-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

1) Regular Meeting January 8 & 16, 2024

B. Departmental Reports

C. Financial Reports

ACTION: Alderman Luhrs made a motion to approve the consent agenda as presented. Alderwoman Mack seconded the motion. The motion passed 3-0.

3. Public Comments – There were no public comments.

4. Town Manager's Update

Acting Town Manager Jason Hord shared highlights from the Town Manager's Update in the agenda packet including the status of the Granite Industrial sign, the wayfinding initiative, and the ongoing employment climate survey. He shared that there had been 146 replies to the Civic Park feedback survey. The goal is 150 responses. The survey will remain open through the end of the week.

Old Business

5. Resolution

Intent to Amend Charter and Set Public Hearing

Clerk Smith shared that the Resolution before the Board was drafted after the Board stated a desire to amend the charter by updating the name of the Board of Aldermen to “Town Council” and by changing the term of the mayor from two years to four years. The term limit change would take effect at the 2025 election. The Resolution, once adopted, will serve to notify the public of the Board’s intent to make the amendments to the charter and set a date for a public hearing at the next regular Board meeting, March 11, 2024, for members of the public to comment on the changes. Alderwoman Mack asked whether the clerk reporting to the Board had been added as a potential amendment. It was clarified that change was not allowed by ordinance and would need to be legislative. Mayor Barnhardt stated that she had reached out to local legislators and that to make that change a letter of intent from the town needed to be sent in prior to them going into short session.

ACTION: Alderman Luhrs made a motion to adopt Resolution 2024-01 expressing intent to amend the charter and set a date for a public hearing. Mayor Pro Tem Shelton seconded the motion. The motion passed 3-0.

6. Discussion

Town Manager Evaluation Process

New Business

7. Ordinance

Abatement 412 Lake Drive

Acting Manager Hord shared that Alliance Code Enforcement LLC, the town’s code enforcement contractor, had been asked to present but was not in attendance. ACE went through every step in the code enforcement process for the property in question without resolution. The next step in the process is to adopt the ordinance for abatement and tear down the structure. The costs would be passed through to the property owner.

ACTION: Mayor Pro Tem Shelton made a motion to adopt Ordinance 2024-02 to proceed to effectuate the purpose of the Granite Quarry Minimum Housing Code and GS 160D-1201. Alderman Luhrs seconded the motion. The motion passed 3-0.

8. Discussion and Possible Decision

Board Branded Apparel

Mayor Barnhardt shared that she had spoken to Acting Manager Hord and suggested moving the discussion on the item to the planning retreat or budget sessions. There was Board consensus to discuss Board apparel during future planning retreat meetings.

9. Budget Amendment

FY#4 Governing Body

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

10. Budget Amendment

FY#5 Legion Building Structural Inspection

ACTION: Alderman Luhrs made a motion to approve Budget Amendment FY#5 as presented. Alderwoman Mack seconded the motion. The motion passed 3-0.

Acting Manager Hord shared that results from the inspection should be available by the February 22, 2024 Planning Retreat.

11. Agreement

Municipal Agreement for TAP

Acting Manager Hord summarized the project and purpose of the agreement and invited CRMPO representative Phil Conrad to provide more information. Mr. Conrad shared that there would be an 80% reimbursement for all facets of the project with the Town agreeing to administer the project and the DOT providing oversight. Board discussion included questions and clarification on the costs and project specifics.

Mayor Barnhardt invited Attorney Moretz to share concerns he had after reviewing the contract. His concerns included the length of the contract and large number of unknowns. He cautioned the Board to be cognizant of everything that could go wrong. Other specific areas of concern were the railroad crossing and right-of-way acquisition piece.

Finance Officer Shockley reminded the Board that the transfer to the CPO had previously been approved.

ACTION: Alderman Luhrs made a motion to approve the Municipal Agreement for the Transportation Alternative Project for the Park Connection Sidewalk and authorize the Town Manager to execute. Alderwoman Mack seconded the motion. The motion passed 3-0.

12. Proclamation

Black History Month

Mayor Barnhardt recognized the proclamation for Black History Month.

13. Board Comments

- Mayor Barnhardt shared that last month at the MPO meeting a Board of Transportation member, Carl Ford, and Harry Warren were all present. Mayor Barnhardt also stated she would like the Board to consider scheduling a brief strategic planning overview since the item hadn't been visited at the previous meeting. She will reach out to Board members regarding availability. Mayor Barnhardt reminded Board members and the public that TAPs in the Park takes place every first Friday at Granite Lake Park. Mayor Barnhardt shared that March 6th the Town and State dinner is taking place at the Speedway Club and invited Board members to attend if they were interested. March 8th is the next Mayors' Roundtable.

14. Announcements and Date Reminders

| | | | |
|--------------|-------------|-----------|--|
| A. Wednesday | February 14 | 5:30 p.m. | Community Appearance Commission |
| B. Thursday | February 15 | 7:30 a.m. | Chamber Power in Partnership Breakfast |
| C. Monday | February 19 | 6:00 p.m. | Zoning Board of Adjustment |
| D. Wednesday | February 21 | 5:00 p.m. | Centralina Board of Delegates Meeting |
| E. Thursday | February 22 | 9:00 a.m. | Planning Retreat |
| F. Thursday | February 22 | 5:30 p.m. | Events Committee |
| G. Saturday | February 24 | 9:00 a.m. | Crepe Myrtle Workshop – Civic Park |
| H. Wednesday | February 28 | 5:30 p.m. | CRMPO TAC Meeting |
| I. Monday | March 4 | 6:00 p.m. | Planning Board |
| J. Tuesday | March 5 | 6:30 a.m. | Primary Elections |
| K. Wednesday | March 6 | 5:15 p.m. | Town and State Dinner |
| L. Friday | March 8 | | Mayors' Roundtable |

15. Closed Session

Personnel

ACTION: Alderman Luhrs made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) to discuss the performance of an individual public officer or employee. Alderwoman Mack seconded the motion. The motion passed 3 -0.

The Board went into closed session at 6:54 p.m.

The Board came out of closed session at 7:29 p.m.

ACTION: Alderman Luhrs made a motion to return to open session. Alderwoman Mack seconded the motion. The motion passed 3-0.

ACTION: Alderman Luhrs made a motion to amend Larry Smith's last day of employment to March 9, 2024. Mayor Pro Tem Shelton seconded the motion. The motion passed 3-0.

Adjournment

ACTION: Alderman Luhrs made a motion to adjourn. Alderwoman Mack seconded the motion. The motion passed with all in favor.

The meeting ended at 7:35 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk



RESOLUTION 2024-01

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

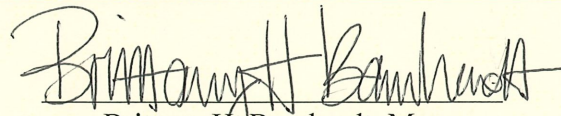
WHEREAS, pursuant to G.S.160A-101 and 160A-102, the Board of Aldermen of the Town of Granite Quarry may adopt an ordinance to amend the Charter of the Town to implement Charter amendments pursuant to G.S. 160A-101; and

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

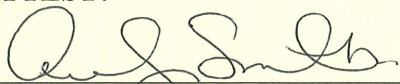
NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Granite Quarry that:

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

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


Brittany H. Barnhardt, Mayor

ATTEST:


Aubrey Smith, Town Clerk



Return to:

Town of Granite Quarry

143 N Salisbury GQ Ave

Salisbury, NC 28146

OR

PO Box 351

Granite Quarry, NC 28072

Owner(s): Robert Leonard Griffin

PIN: 64808401

Case Number: 202308007

ORDINANCE 2024-02

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

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

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

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

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

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

Repair the structure/building within 30 days.

Remove or demolish the structure/building within 30 days.

Bring all nuisance violations into compliance within 30 days.

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

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

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

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

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

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

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

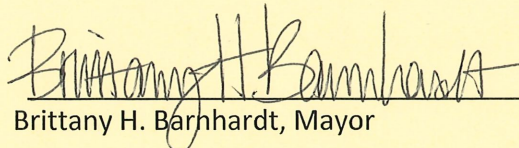
The foregoing ordinance, having been submitted to a vote, received the following vote, and was duly adopted this 12th day of February, 2024.

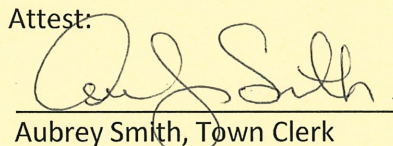
Ayes: 3

Noes: 0

Absent or Excused: 1

Dated: 2/12/2024


Brittany H. Barnhardt, Mayor

Attest:

Aubrey Smith, Town Clerk



Town of Granite Quarry

FISCAL YEAR 2023-2024
BUDGET AMENDMENT REQUEST #4

February 12, 2024

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

General Fund – Fund 01

Revenues:


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

Expenses:

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

The above Budget Amendment was approved / denied by the Manager or Board on 2/12/2024.


Brittany H. Barnhardt, Mayor


Shelly Shockley, Finance Officer

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

February 12, 2024

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

General Fund – Fund 01

Revenues:

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

Expenses:

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

The above Budget Amendment was approved / denied by the Manager or Board on 2/12/2024.


Brittany H. Barnhardt, Mayor


Shelly Shockley, Finance Officer

Executive Summary

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

Entity: Town of Granite Quarry

County: Rowan

TIP: BL-0088

Project: Granite Quarry Sidewalks

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

Eligible Activities:

| | | |
|-------------|-----------|--------------------|
| PE | 50929.1.1 | Design |
| | | Environmental |
| ROW | 50929.2.1 | ROW Acquisition |
| | 50929.2.2 | Utility Relocation |
| CON | 50929.3.1 | Construction |
| OTHER | | |
| FEDERAL-AID | 5092901 | |

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

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

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

ROWAN COUNTY

DATE: 1/10/2024

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: BL-0088

AND

WBS Elements: PE 50929.1.1

ROW 50929.2.1

TOWN OF GRANITE QUARRY

UTIL 50929.2.2

CON 50929.3.1

FEDERAL-AID NUMBER: 5092901

CFDA #: 20.205

Total Funds [NCDOT Participation] \$440,000

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

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

AGREEMENT MODIFICATIONS

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

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

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

PERSON IN RESPONSIBLE CHARGE

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

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

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

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

COMPLIANCE WITH STATE/FEDERAL POLICY

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

FAILURE TO COMPLY - CONSEQUENCES

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

2. SCOPE OF PROJECT

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

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

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

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

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

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

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

FUNDING TABLE

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

WORK PERFORMED BY NCDOT

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

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

4. PERIOD OF PERFORMANCE

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

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

5. PRELIMINARY ENGINEERING AUTHORIZATION

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

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

6. PROFESSIONAL AND ENGINEERING SERVICES

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

PROCUREMENT POLICY

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

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

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

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

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

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

WORK BY ENTITY

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

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

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

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

8. DESIGN

CONTENT OF PLAN PACKAGE

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

9. RIGHT OF WAY / UTILITY AUTHORIZATION

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

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

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

SPONSOR PROVIDES ROW

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

ROW GUIDANCE

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

APPRAISAL

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

CLEARANCE OF PROJECT LIMITS / ROW

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

RELOCATION ASSISTANCE

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

11. UTILITIES

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

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

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

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

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

ENGINEER'S ESTIMATE

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

14. CONSTRUCTION AUTHORIZATION

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

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

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

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

CONSTRUCTION CONTRACTOR REQUIREMENTS

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

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

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

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

AWARDING CONTRACT

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

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

DELAY IN PROCUREMENT

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

FORCE ACCOUNT

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

16. CONSTRUCTION

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

CONSTRUCTION CONTRACT ADMINISTRATION

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

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

RETAINAGE

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

SIGNAGE

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

SITE LAYOUT

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

RIGHT TO INSPECT

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

CONTRACTOR COMPLIANCE

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

CHANGE ORDERS

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

SHOP DRAWINGS

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

17. CLOSE-OUT

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

FINAL INSPECTION

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

FINAL PROJECT CERTIFICATION

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

18. MAINTENANCE

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

19.REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

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

REIMBURSEMENT GUIDANCE

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

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

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

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

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

- **UNSUBSTANTIATED COSTS**

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

- **WORK PERFORMED BY NCDOT**

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

- **CONSTRUCTION ADMINISTRATION**

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

- **CONSTRUCTION CONTRACT UNIT PRICES**

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

- **RIGHT OF WAY**

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

- **FORCE ACCOUNT**

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

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

BILLING THE DEPARTMENT

▪ PROCEDURE

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

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

▪ INTERNAL APPROVALS

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

▪ TIMELY SUBMITTAL OF INVOICES

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

▪ FINAL INVOICE

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

20.REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

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

PROJECT RECORDS

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

21.OTHER PROVISIONS

REFERENCES

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

INDEMNIFICATION OF DEPARTMENT

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

DEBARMENT POLICY

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

TITLE VI - CIVIL RIGHTS ACT OF 1964

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

OTHER AGREEMENTS

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

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS

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

TERMINATION OF PROJECT

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

AUDITS

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

REIMBURSEMENT BY MUNICIPALITY

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

USE OF POWELL BILL FUNDS

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

ENTIRE AGREEMENT

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

AUTHORIZATION TO EXECUTE

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

FACSIMILE SIGNATURES

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

GIFT BAN

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

22. SUNSET PROVISION

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

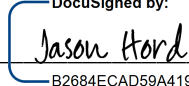
IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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

L.S. ATTEST:

TOWN OF GRANITE QUARRY

BY: _____

BY:  _____

DocuSigned by:

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TITLE: _____

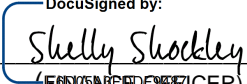
TITLE: Acting Town Manager

DATE: 02/13/2024

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

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

(SEAL)

 _____
(FINANCE OFFICER)

DocuSigned by:

Federal Tax Identification Number

56-0814166

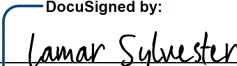
Town of Granite Quarry

Remittance Address:

PO Box 351

Granite Quarry, NC 28072

DEPARTMENT OF TRANSPORTATION

BY:  _____

DocuSigned by:

(CHIEF ENGINEER)

DATE: 02/15/2024

DS

MTG

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 2/1/2024 (Date)

DS

YSM

Office of The Mayor:

Proclamation

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

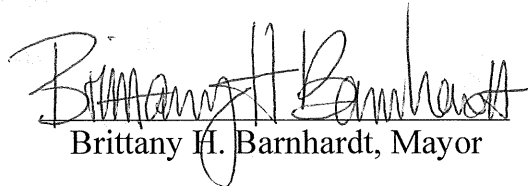
WHEREAS, this observance presents the special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have played a part in the progress of our county; and

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

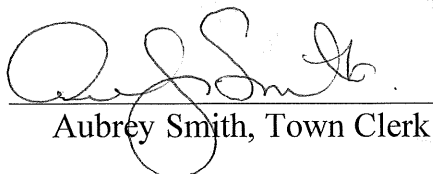
WHEREAS, as a result of their determination, hard work, intelligence, and perseverance, African-Americans have achieved exceptional success in all aspects of society including business, education, politics, science, athletics and the arts; and

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

ADOPTED this 12th day of February 2024.


Brittany H. Barnhardt, Mayor

ATTEST:


Aubrey Smith, Town Clerk

