



**TOWN OF GRANITE QUARRY
TOWN COUNCIL
REGULAR MEETING MINUTES
Tuesday, November 12, 2024 6:00 p.m.**

Present: Mayor Brittany Barnhardt, Mayor Pro Tem Doug Shelton, Council Member John Linker, Council Member Laurie Mack, Council Member Rich Luhrs

Staff: Town Manager/Fire Chief Jason Hord; Town Clerk Aubrey Smith; Town Attorney Zachary Moretz; Planning, Zoning, and Subdivision Administrator Richard Flowe; Interim Police Chief Todd Taylor; Public Works Director Colton Fries; Office Assistant Debbie Loflin-Benge

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: Council Member Luhrs made a motion to approve the agenda with the addition of a closed session item at the end of the meeting. Council Member Linker seconded the motion. The motion passed 4-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

- 1) Regular Meeting October 14, 2024
- 2) Strategic Planning Meeting October 24, 2024

B. Departmental Reports

C. Financial Reports

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

Mayor Pro Tem Shelton had a comment on the Financial Reports: the capital reserve fund still has money earmarked for a dump truck that has already been purchased. He would like to see that designation be removed.

3. Public Comments – There were no public comments.

4. Town Manager's Update

Manager Hord shared highlights from the Town Manager's Update in the agenda packet including that a new Assistant Public Works Director has been hired and will start later in the month. Granite Fest was a huge success; Manager Hord recognized Event Coordinator Debbie Loflin-Benge's planning efforts and

extended thanks to all the volunteers and Council members that showed up to help with the event. Police Chief assessments will take place next week. Manager Hord shared that there was an opportunity for all municipalities to split the sponsorship cost for this year's PIP Legislative breakfast for \$300 each. The cost is within the budgeted amount in the special project fund. He asked for and received Council consensus to proceed with the partial sponsorship. Manager Hord shared that he followed up, as directed by the Council at the last meeting, with Attorney Moretz regarding the request from Mr. Renn to allow his sheep to graze temporarily on the town property on Faith Road. Attorney Moretz agreed that a temporary agreement for a time period of 30-45 days would be best. There was Council consensus to move forward with the agreement.

Manager Hord shared the updated road sign design with "Granite Quarry" in a larger font. There was Council consensus to move forward with the design. There will be a budget amendment at the December meeting for the project.

Manager Hord called forward Life Scout and Senior Patrol Leader Allie Foreman to present her Eagle Scout Project proposal to build two benches and install them in the Centennial Park. The benches would be anchored into the ground and surrounded by mulch. Any leftover funds from the project will be used to purchase bird houses. There was Council consensus for Scout Foreman to move forward with the project.

Manager Hord thanked the Council and community for the support surrounding the loss of Officer David (Dave-I) Earnhardt, Jr.

5. Public Hearing **ZTA 2024-11-12-2 C-85**

A. Staff Summary

Planning, Zoning, and Subdivision Administrator Richard Flowe introduced a Zoning Text Amendment to create a new "Interstate Highway 85 Commercial (C-85) District" and update the GQDO accordingly. The amendment would repeal and replace Article 8 and would affect the Table of Uses as well as minor amendments to Articles 11, 15, and 17. The amendment would also reduce the front street setback for parcels fronting streets inside industrial parks in the existing "Industrial (IND) District". The Planning Board reviewed and recommended approval of the proposed amendments.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:26 p.m.
 - There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:26 p.m.

C. Council Discussion and Decision

ACTION: Council Member Linker made a motion to adopt Ordinance ZTA 2024-11-12-2 to amend the Granite Quarry Development Ordinance. Council Member Mack seconded the motion. The motion passed 4-0.

6. Ordinance Amendment **ZMA 2024-11-12-1 Circle K**

A. Staff Summary

Mr. Flowe reintroduced the Zoning Map Amendment request for parcel 402C008. The Public Hearing was held at the September 9, 2024 Regular Meeting. Action on the ZMA was deferred until the new zoning designation of C-85 was reviewed.

B. Council Discussion and Decision

Council members asked clarifying questions regarding the size and location of the property.

ACTION: Council Member Linker made a motion to adopt Ordinance ZMA 2024-11-12-1 to amend the Official Zoning Map of the Granite Quarry Development Ordinance. Council Member Luhrs seconded the motion. The motion passed 4-0.

7. Public Hearing

**Texas Roadhouse/Multi-Tenant Outparcel
Annexation & ZMA**

A. Staff Summary

Mr. Flowe presented the petition for voluntary annexation of a non-contiguous property in the Town's area of influence and a recommended initial zoning designation of "Interstate Highway 85 Commercial (C-85) District".

Clerk Smith attested that notice of the hearings had been given.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:33 p.m.
 - There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:34 p.m.

C. Council Discussion and Decision

ACTION: Council Member Luhrs made a motion to adopt Ordinance ANNEX 2024-11-12-1 to annex Texas Roadhouse and a Multi-Tenant Outparcel as non-contiguous property. Council Member Linker seconded the motion. The motion passed 4-0.

ACTION: Council Member Luhrs made a motion to adopt Ordinance ZMA 2024-11-12-2 to amend the Official Zoning Map of the Granite Quarry Development Ordinance. Council Member Linker seconded the motion. The motion passed 4-0.

8. Public Hearing

Amrep Annexation & ZMA

A. Staff Summary

Mr. Flowe presented the petition for voluntary annexation of a non-contiguous property in the Town's area of influence and a recommended initial zoning designation of "Industrial (IND) District".

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:36 p.m.
 - There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:36 p.m.

C. Council Discussion and Decision

Council members asked questions regarding the specifics of the property and nature of annexation in the area.

ACTION: Council Member Linker made a motion to adopt Ordinance ANNEX 2024-11-12-2 to annex Amrep as a non-contiguous property. Council Member Mack seconded the motion. The motion passed 4-0.

ACTION: Council Member Linker made a motion to adopt Ordinance ZMA 2024-11-12-3 to amend the Official Zoning Map of the Granite Quarry Development Ordinance. Council Member Mack seconded the motion. The motion passed 4-0.

Old Business

9. Goals and Initiatives

Rowan Municipal Association

Manager Hord led the discussion initiated at the Strategic Planning meeting regarding the goals and initiatives for the Rowan Municipal Association to present for legislative funding. Ideas discussed at that meeting for featured projects included the Town Hall upgrades (specifically Police Department expansion as a phase), Civic Park creek/stormwater improvements, industrial park growth, downtown development, and a potential project for sidewalk repairs throughout town and extension on Bank Street/Legion Club Road and South Main Street.

Mayor Barnhardt stated a desire for the first three priority projects to be the Civic Park, the Downtown Streetscape, and the Industrial Park Extension. The other Council members agreed with the three projects and a desire was expressed to keep the sewer and water expansion and sidewalk extension projects on the radar to add to the list in the future.

New Business

10. Discussion and Possible Approval

Policy Prohibiting Pornography

Clerk Smith shared that the Policy Prohibiting Pornography on Town Networks and Devices was drafted with Attorney Moretz after a recent law passed requiring public agencies to adopt a policy using specific language prohibiting the viewing of pornography on town networks or devices by January 1, 2025.

ACTION: Council Member Linker made a motion to adopt Resolution 2024-08 to adopt the Policy Prohibiting Pornography on Town Networks and Devices as presented. Council Member Mack seconded the motion. The motion passed 4-0.

11. Discussion and Possible Approval

Longevity Pay

Manager Hord reviewed the options for longevity pay as budgeted and presented in the agenda packet. There were two options for the Council's consideration. The amounts that were budgeted for longevity pay for each department were shown as well. Council Members discussed a desire to increase the amount. There was direction for Manager Hord to divvy out the full budgeted amount. There will be further discussion at upcoming budget meetings on future longevity amounts.

ACTION: Mayor Pro Tem Shelton made a motion to approve Longevity Pay for FY24-25 for the full budgeted amount. Council Member Luhrs seconded the motion. The motion passed 4-0.

12. Discussion and Possible Approval

PARTF Grant Contract

Manager Hord presented the PARTF Grant Contract for the Council's approval.

ACTION: Council Member Linker made a motion to adopt the PARTF Grant contract as presented with change to Manager Hord's title. Council Member Mack seconded the motion. The motion passed 4-0.

13. Budget Amendment

Police Fleet Vehicles

The Council reviewed the budget amendment for the purchase of two new police vehicles as discussed at the Strategic Planning meeting.

ACTION: Council Member Luhrs made a motion to approve Budget Amendment FY24-25#2 as presented to purchase and upfit two vehicles for the Police Department. Mayor Pro Tem Shelton seconded the motion. The motion passed 4-0.

14. Council Comments

- Mayor Barnhardt suggested setting a date for a Council tour of town properties and facilities. There was Council consensus to call a special meeting for the tour on December 12, 2024 at 12:00 p.m.

- Mayor Pro Tem Shelton asked questions regarding the timing of the completion of phases of the Civic Park project construction to prevent disruption during the Granite Fest 2025. He also asked if the Council was still intending to create a Parks Master Plan advisory group. Mayor Barnhardt stated she felt the Town was getting close to being able to move on that.
- Council Member Luhrs asked about the funding schedule from the State. Manager Hord responded that it should be prompt.
- Mayor Barnhardt announced that DOT's Division Engineer Pat Ivey would be retiring and invited other Council Members to a reception in his honor. She also stated that the 99th annual Chamber Gala would be held January 23rd.

15. Announcements and Date Reminders

A.	Wednesday	November 13	5:00 p.m.	Centralina Executive Board Meeting
B.	Wednesday	November 13	5:30 p.m.	Community Appearance Commission
C.	Wednesday	November 20	5:30 p.m.	CRMPO TAC Meeting
D.	Thursday	November 21	7:30 a.m.	Chamber Power in Partnership Breakfast
E.	Thursday	November 28		Town Offices Closed for Thanksgiving
F.	Friday	November 29		Town Offices Closed for Thanksgiving
G.	Monday	December 2	6:00 p.m.	Planning Board
H.	Monday	December 2	6:15 p.m.	Board of Adjustment
I.	Tuesday	December 3	5:30 p.m.	Events Committee
J.	Saturday	December 7	3:00 p.m.	Christmas at the Lake

Recess

ACTION: Mayor Pro Tem Shelton made a motion to take a ten-minute recess. Council Member Linker seconded the motion. The motion passed 4-0.

The Council recessed at 7:11 p.m.

Mayor Barnhardt called the meeting back into session at 7:22 p.m.

16. Closed Session

ACTION: Mayor Pro Tem Shelton made a motion to go into closed session for attorney-client privilege. Council Member Luhrs seconded the motion. The motion passed 4-0.

The Council entered into closed session at 7:22 p.m.

Council Member Luhrs left the meeting at 7:37 p.m.

ACTION: Council Member Linker made a motion to come out of closed session. Mayor Pro Tem Shelton seconded the motion. The motion passed with all in favor.

No action was taken during the closed session.

Adjournment

ACTION: Council Member Linker made a motion to adjourn. Mayor Pro Tem Shelton seconded the motion. The motion passed with all in favor. The meeting ended at 7:44 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk

AN ORDINANCE AMENDING
THE “GRANITE QUARRY DEVELOPMENT ORDINANCE”
OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA

Ordinance Number ZTA-2024-11-12-2

WHEREAS, on June 30, 2023, the Town Council’s newly adopted Granite Quarry Development Ordinance, also known as the GQDO, became fully effective; and,

WHEREAS, the amendment of the GQDO to periodically review and update district standards & specifications, refine uses listed within a given district, and deliberate on the needs of the Town; and

WHEREAS, the initiative of the Town staff and the subsequent review by and recommendations of the Planning Board are both consistent with the adopted *Town Plan 2040* by continuing to meet the adopted goals of *Town Plan 2040* emphasizing *Goal 1: Maintain Small-Town Character*, and *Goal 4: Foster Managed Growth* while striving to create a balanced economic environment for the Town; then,

THEREFORE, BE IT ORDAINED by the Town Council that the Granite Quarry Development Ordinance be amended as follows:

PART 1. Article 8, *Districts* is hereby repealed and replaced in its entirety to add provisions for 1) a new “Interstate Highway 85 Commercial (C-85) District” and 2) reduced front street setback standard for industrial parks in the “Industrial (IND) District” as appearing in the attached Article 8.

PART 2. Article 8, *Table 8.1 Table of Uses*, Sections 1-3 are hereby repealed and replaced in its entirety to add provisions for a new “Interstate Highway 85 Commercial (C-85) District”.

PART 3. Article 11, *Landscape Requirements* is hereby amended to add “C-85” to all applicability of the existing “C-52” provisions of the *GQDO*.

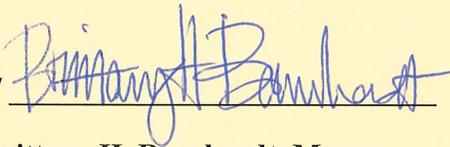
PART 4. Article 15, Special Events and Temporary Structures is hereby amended to add “C-85” to all applicability of the existing “C-52” provisions of the *GQDO*.

PART 5. Article 17, Sign Regulations is hereby amended to add “C-85” to all applicability of the existing “C-52” provisions of the *GQDO*.

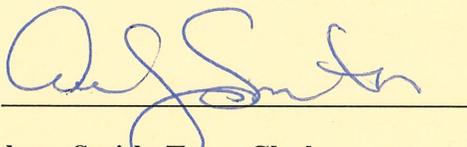
PART 6. Additional references appearing in Table of Contents for Each Article, Article 3, Definitions, and any other provisions of the *GQDO* are hereby revised to reflect these new replacement provisions where the *Planning, Zoning & Subdivision Administrator* determines conflict or inconsistency to exist as a result of these amendments to the *GQDO*.

PART 7. This Ordinance shall become effective immediately upon adoption.

ADOPTED on this the 12th day of November 2024.

s/ 

Brittany H. Barnhardt, Mayor

s/ 

Aubrey Smith, Town Clerk



**AN ORDINANCE AMENDING THE
GRANITE QUARRY DEVELOPMENT ORDINANCE
OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ZMA-2024-11-12-1

BE IT ORDAINED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that the Official Zoning Map (OZM) of the Granite Quarry Development Ordinance (GQDO) be amended in accordance with both GQDO Article 5 and Article 6 of G.S. Chapter 160D. Rowan Summit, LLC, the owner of property located at 115 Rowan Summit Drive, Salisbury NC 28146 (Rowan County Parcel ID 402C008) submitted a petition for voluntary non-contiguous annexation into the town limits of the Town of Granite Quarry. The property consists of approximately 1.972 acres.

Part 1. Consistency with Adopted Comprehensive Plan.

The Town Council finds that a zoning map amendment applicable to the subject properties, from Rowan County CBI (commercial/business/industry) Zoning District establishing a new zoning designation in accordance with G.S. 160D-604(a) of “Interstate Highway 85 Commercial (C-85) District” is consistent with the Town’s 2040 Comprehensive Land Use & Master Plan (the Plan) and the “Commercial” designation upon the subject property as appearing on the Plan’s “Future Land Use Map” therein as amended, as required by G.S. 160D-605(a).

Part 2. Statement of Reasonableness.

This amendment is reasonable because the subject property allows for the growth and expansion of commercial opportunities supporting the local economic base of the Town while improving the quality of life for Granite Quarry residents by enabling both job opportunities and diversification of the tax base by adding non-residential properties.

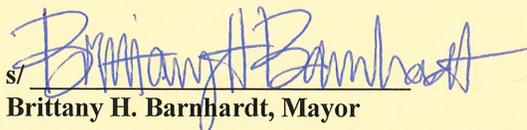
Part 3. Establishment of New Zoning Designation.

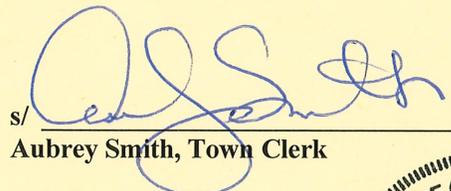
That Rowan County Parcel ID 402C008 as shown in Attachments “A” and “B”, attached hereto shall be designated “Interstate Highway 85 Commercial (C-85) District” on the Official Zoning Map. Said parcels consisting of approximately 1.972 acres in total.

Part 4. Effective Date.

This Ordinance shall be effective at 12:01 AM on the 13th day of November 2024.

Adopted this 12th day of November 2024.

s/ 
Brittany H. Barnhardt, Mayor

s/ 
Aubrey Smith, Town Clerk



Attachment "A"

Location Map from Rowan County GIS showing 115 Rowan Summit Drive, Salisbury NC 28146 (Rowan County Parcel ID 402C008):



Attachment "B"

Description(s):

BEING all of Lot 1 containing 1.972 acres more or less, as shown on that plat entitled "Property of Rowan Summit, LLC" and recorded in Book 9995, page 7951 Rowan County Registry and as further illustrated on that plat recorded in Book 9995, page 8891 Rowan County Registry.

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF GRANITE QUARRY
and INCORPORATE BY ANNEXATION A NON-CONTIGUOUS AREA INTO THE
TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ANNEX 2024-11-12-1

WHEREAS, a Petition signed by Rowan Summit, LLC as owner of property located at **275 Tingle Drive**, Salisbury NC 28146 (Rowan County Parcel ID 402C019) was received by the Town of Granite Quarry on August 12, 2024. Said petition being for voluntary non-contiguous annexation of approximately 2.08 acres, as shown on the map exhibit and description appearing in Attachment “A” and Attachment “B” attached hereto, into the corporate limits; and,

WHEREAS, a Petition signed by Rowan Summit, LLC, the owner of property located at **120 Rowan Summit Drive**, Salisbury NC 28146 (Rowan County Parcel ID 402C009) was received by the Town of Granite Quarry on August 12, 2024. Said petition being for voluntary non-contiguous annexation of approximately 1.57 acres, as shown on the map exhibit and description appearing in Attachment “A” and Attachment “B” attached hereto, into the corporate limits; and,

WHEREAS, the owner Petitioned that said property be annexed into the corporate limits of the Town of Granite Quarry, North Carolina, as authorized by Part 4, Article 4A, Chapter 160A of the General Statutes of North Carolina; and,

WHEREAS, the Petition was presented to the Mayor and Town Council during the regular meeting of October 14, 2024; and,

WHEREAS, on October 14, 2024 the Mayor and Town Council directed, by Resolution duly adopted, the Town Clerk of the Town of Granite Quarry, North Carolina, to investigate the sufficiency of said Petition and to certify the results to the Mayor and Town Council; and,

WHEREAS, at the regular meeting of the Mayor and Town Council held on October 14, 2024, a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry was presented to the Mayor and Town Council wherein the Town Clerk certified that upon due investigation found the above individual(s) who signed the aforementioned Petition constitute the owner(s) of the land within the boundaries described in said Petition and, as hereinafter described, that said boundaries are not contiguous to the present Town limit primary boundaries, and are eligible to be annexed pursuant to G.S. 160A-58.1, et seq. of the General Statutes of North Carolina; and,

WHEREAS, following the receipt by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, of a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry, said information and due consideration thereof by the Mayor and Town Council, passed a motion to adopt a Resolution whereby a public hearing upon the question of such annexation was called to be had before the Mayor and Town Council of the Town of Granite Quarry at 6:00 p.m. on the 12th day of November 2024; and,

WHEREAS, the Town Clerk was duly authorized and did so cause notice of such public hearing to be published in the Salisbury Post, a newspaper having general circulation in the Town of Granite Quarry, North Carolina, at least ten (10) days prior to the date of such public hearing, such notice contained Rowan County property identification numbers of the areas proposed to be annexed as set forth in the Petition; and,

WHEREAS, it appears to the Mayor and Town Council from the publisher's Affidavit with clipping attached thereto, duly filed with the Town Clerk, that a notice of such public hearing as directed by the Mayor and Town Council was duly published in the Salisbury Post in its issue of the 20th day and 27th day of October, 2024, which initial date of publication was at least ten (10) days prior to the date set for such public hearing; and,

WHEREAS, a public hearing was held by the Mayor and Town Council of the Town of Granite Quarry on the 12th day of November 2024 at the stated time and place where the petitioners and any other residents of the Town of Granite Quarry were given an opportunity to appear and be heard on the question of the sufficiency of the Petition and the desirability of the annexation; and,

WHEREAS, the Mayor and Town Council, after due deliberation and consideration during the regular Mayor and Town Council meeting held on November 12, 2024, now finds that the Petition meets the requirements of G.S. 160A-58.1, et seq. of the General Statutes of North Carolina, that the Petition contained the signatures of the owners of the real property within the area proposed for annexation, that the Petitions are otherwise valid and that the public health, safety and welfare of the inhabitants of the Town and of the area proposed for annexation will be best served by the annexation through the expansion, now or in the future, of essential public services provided by the Town.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, in regular meeting assembled the 12th day of November 2024, hereby adopts this ordinance as follows:

SECTION 1: That the area described in the Petition for non-contiguous annexation be and the same is hereby annexed to and is made a part of the corporate limits of the Town of Granite Quarry, North Carolina, the areas being described in Attachment "A" and Attachment "B" hereto.

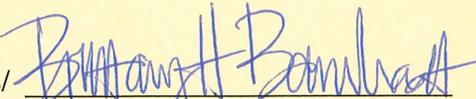
SECTION 2: From and after the effective date of this Ordinance, the territory so annexed and the property therein located shall be subject to all debts, laws, ordinances and regulations in force in the Town of Granite Quarry, North Carolina, and shall be entitled to the privileges and benefits available to other parts of the municipality. The newly annexed territory shall be subject to municipal taxes levied as provided in Section 160A-58.10 of the General Statutes of North Carolina.

SECTION 3: It shall be the duty of the Mayor of the Town of Granite Quarry to cause an accurate map of such annexed territory, together with a copy of this Ordinance duly certified, to be recorded in the office of the Register of Deeds of Rowan County, North Carolina, and in the office of the Secretary of State of North Carolina.

SECTION 4: This Annexation shall become effective upon adoption.

Adopted this 12th day of November 2024.

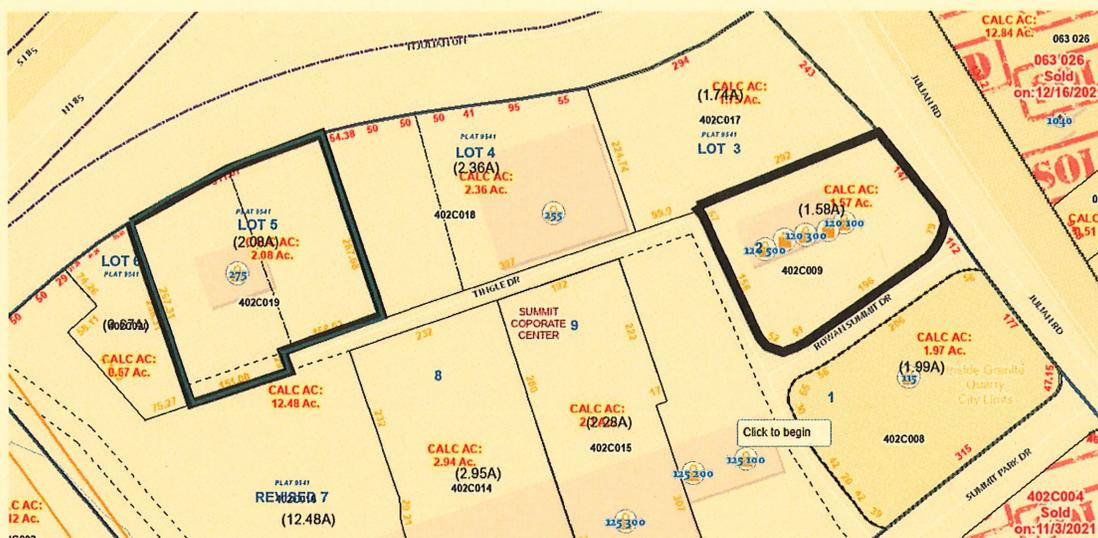


s/ 
Brittany H. Barnhardt, Mayor

s/ 
Aubrey Smith, Town Clerk

Attachment "A"

Location map from Rowan County GIS: 275 Tingle Drive and 120 Rowan Summit Drive (Rowan County Parcel ID 402C019 & 402C009)



Attachment "B"

Description(s):

Roadhouse parcel located at 275 Tingle Drive, Salisbury NC 28146 (Rowan County Parcel ID 402C019)

Lying and being situate in Rowan County, North Carolina, and being more particularly described as follows:

BEING all of Lot 5 containing 2.089 acres more or less, as shown on that plat entitled "Property of Rowan Summit, LLC" and recorded in Book 9995, page 9541 Rowan County Registry.

Multi-tenant parcel located at 120 Rowan Summit Drive, Salisbury NC 28146 (Rowan County Parcel ID 402C009)

Lying and being situate in Rowan County, North Carolina, and being more particularly described as follows:

BEING all of Lot 2 containing 1.574 acres more or less, as shown on that plat entitled "Property of Rowan Summit, LLC" and recorded in Book 9995, page 9541 Rowan County Registry.

**AN ORDINANCE AMENDING THE
GRANITE QUARRY DEVELOPMENT ORDINANCE
OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ZMA-2024-11-12-2

BE IT ORDAINED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that the Official Zoning Map (OZM) of the Granite Quarry Development Ordinance (GQDO) be amended in accordance with both GQDO Article 5 and Article 6 of G.S. Chapter 160D. Rowan Summit, LLC, the owner of property located at **275 Tingle Drive**, Salisbury NC 28146 (Rowan County Parcel ID 402C019) and **120 Rowan Summit Drive**, Salisbury NC 28146 (Rowan County Parcel ID 402C009) submitted petitions for voluntary non-contiguous annexation into the town limits of the Town of Granite Quarry. The properties consist of approximately 2.08 and 1.57 acres respectively.

Part 1. Consistency with Adopted Comprehensive Plan.

The Town Council finds that a zoning map amendment applicable to the subject properties, from Rowan County CBI (commercial/business/industry) Zoning District establishing a new zoning designation in accordance with G.S. 160D-604(a) of “Interstate Highway 85 Commercial (C-85) District” is consistent with the Town’s 2040 Comprehensive Land Use & Master Plan (the Plan) and the “Commercial” designation upon the subject property as appearing on the Plan’s “Future Land Use Map” therein as amended, as required by G.S. 160D-605(a).

Part 2. Statement of Reasonableness.

This amendment is reasonable because the subject property allows for the growth and expansion of commercial opportunities supporting the local economic base of the Town while improving the quality of life for Granite Quarry residents by enabling both job opportunities and diversification of the tax base by adding non-residential properties.

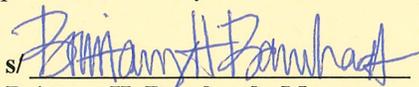
Part 3. Establishment of New Zoning Designation.

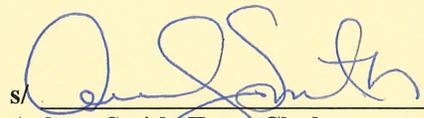
That Rowan County Parcel ID 402C019 and 402C009 as shown in Attachments “A” and “B”, attached hereto shall be designated “Interstate Highway 85 Commercial (C-85) District” on the Official Zoning Map.

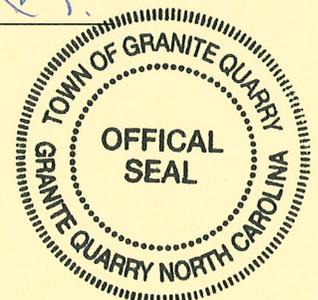
Part 4. Effective Date.

This Ordinance shall be effective at 12:01 AM on the 13th day of November 2024.

Adopted this 12th day of November 2024.

s/ 
Brittany H. Barnhardt, Mayor

s/ 
Aubrey Smith, Town Clerk



Attachment "A"

Location map from Rowan County GIS: 275 Tingle Drive and 120 Rowan Summit Drive
(Rowan County Parcel ID 402C019 & 402C009)



Description(s):

Attachment "B"

Roadhouse parcel located at 275 Tingle Drive, Salisbury NC 28146 (Rowan County Parcel ID 402C019)

Lying and being situate in Rowan County, North Carolina, and being more particularly described as follows:

BEING all of Lot 5 containing 2.089 acres more or less, as shown on that plat entitled "Property of Rowan Summit, LLC" and recorded in Book 9995, page 9541 Rowan County Registry.

Multi-tenant parcel located at 120 Rowan Summit Drive, Salisbury NC 28146 (Rowan County Parcel ID 402C009)

Lying and being situate in Rowan County, North Carolina, and being more particularly described as follows:

BEING all of Lot 2 containing 1.574 acres more or less, as shown on that plat entitled "Property of Rowan Summit, LLC" and recorded in Book 9995, page 9541 Rowan County Registry.

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF GRANITE QUARRY
and INCORPORATE BY ANNEXATION A NON-CONTIGUOUS AREA INTO THE
TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ANNEX 2024-11-12-2

WHEREAS, a Petition signed by **Beacon SCC, LLC** as owner of property located at **125 Summit Park Drive**, Salisbury NC 28146 (Rowan County Parcel ID 402C022) was received by the Town of Granite Quarry on September 18, 2024. Said petition being for voluntary non-contiguous annexation of approximately 19.677 acres, as shown on the map exhibit and description appearing in Attachment "A" and Attachment "B" attached hereto, into the corporate limits; and,

WHEREAS, the owner Petitioned that said property be annexed into the corporate limits of the Town of Granite Quarry, North Carolina, as authorized by Part 4, Article 4A, Chapter 160A of the General Statutes of North Carolina; and,

WHEREAS, the Petition was presented to the Mayor and Town Council during the regular meeting of October 14, 2024; and,

WHEREAS, on October 14, 2024 the Mayor and Town Council directed, by Resolution duly adopted, the Town Clerk of the Town of Granite Quarry, North Carolina, to investigate the sufficiency of said Petition and to certify the results to the Mayor and Town Council; and,

WHEREAS, at the regular meeting of the Mayor and Town Council held on October 14, 2024, a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry was presented to the Mayor and Town Council wherein the Town Clerk certified that upon due investigation found the above individual(s) who signed the aforementioned Petition constitute the owner(s) of the land within the boundaries described in said Petition and, as hereinafter described, that said boundaries are not contiguous to the present Town limit primary boundaries, and are eligible to be annexed pursuant to G.S. 160A-58.1, et seq. of the General Statutes of North Carolina; and,

WHEREAS, following the receipt by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, of a Certificate of Sufficiency from the Town Clerk of the Town of Granite Quarry, said information and due consideration thereof by the Mayor and Town Council, passed a motion to adopt a Resolution whereby a public hearing upon the question of such annexation was called to be had before the Mayor and Town Council of the Town of Granite Quarry at 6:00 p.m. on the 12th day of November 2024; and,

WHEREAS, the Town Clerk was duly authorized and did so cause notice of such public hearing to be published in the Salisbury Post, a newspaper having general circulation in the Town of Granite Quarry, North Carolina, at least ten (10) days prior to the date of such public hearing, such notice contained Rowan County property identification numbers of the areas proposed to be annexed as set forth in the Petition; and,

WHEREAS, it appears to the Mayor and Town Council from the publisher's Affidavit with clipping attached thereto, duly filed with the Town Clerk, that a notice of such public hearing as directed by the Mayor and Town Council was duly published in the Salisbury Post in its issue of the 20th day and 27th day of October, 2024, which initial date of publication was at least ten (10) days prior to the date set for such public hearing; and,

WHEREAS, a public hearing was held by the Mayor and Town Council of the Town of Granite Quarry on the 12th day of November 2024 at the stated time and place where the petitioners and any other residents of the Town of Granite Quarry were given an opportunity to appear and be heard on the question of the sufficiency of the Petition and the desirability of the annexation; and,

WHEREAS, the Mayor and Town Council, after due deliberation and consideration during the regular Mayor and Town Council meeting held on November 12, 2024, now finds that the Petition meets the requirements of G.S. 160A-58.1, et seq. of the General Statutes of North Carolina, that the Petition contained the signatures of the owners of the real property within the area proposed for annexation, that the Petitions are otherwise valid and that the public health, safety and welfare of the inhabitants of the Town and of the area proposed for annexation will be best served by the annexation through the expansion, now or in the future, of essential public services provided by the Town.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina, in regular meeting assembled the 12th day of November 2024, hereby adopts this ordinance as follows:

SECTION 1: That the area described in the Petition for non-contiguous annexation be and the same is hereby annexed to and is made a part of the corporate limits of the Town of Granite Quarry, North Carolina, the areas being described in Attachment "A" and Attachment "B" hereto.

SECTION 2: From and after the effective date of this Ordinance, the territory so annexed and the property therein located shall be subject to all debts, laws, ordinances and regulations in force in the Town of Granite Quarry, North Carolina, and shall be entitled to the privileges and benefits available to other parts of the municipality. The newly annexed territory shall be subject to municipal taxes levied as provided in Section 160A-58.10 of the General Statutes of North Carolina.

SECTION 3: It shall be the duty of the Mayor of the Town of Granite Quarry to cause an accurate map of such annexed territory, together with a copy of this Ordinance duly certified, to be recorded in the office of the Register of Deeds of Rowan County, North Carolina, and in the office of the Secretary of State of North Carolina.

SECTION 4: This Annexation shall become effective upon adoption.

Adopted this 12th day of November 2024.

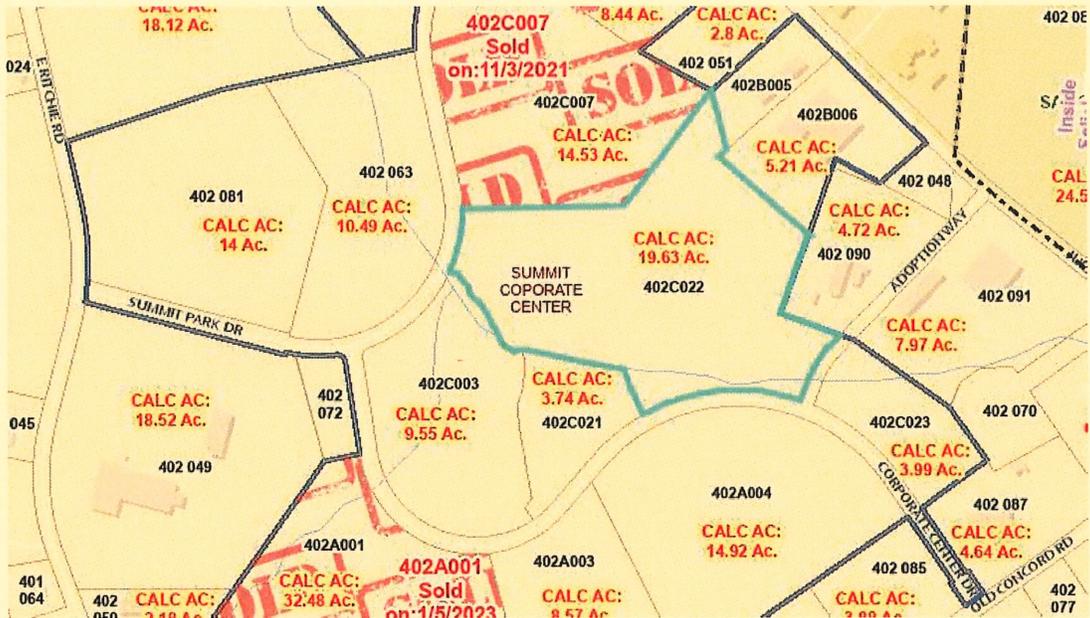
s/ 
Brittany H. Barnhardt, Mayor

s/ 
Aubrey Smith, Town Clerk



Attachment "A"

Location map from Rowan County GIS: 125 Summit Park Drive, Salisbury NC 28146 (Rowan County Parcel ID 402C022)



Attachment "B"

Description(s):

COMMENCING at NGS Monument "County AZ MK" having coordinates of North: 686,415.58 feet and East: 1,559,808.23 feet, thence running South $69^{\circ}42'27''$ West a ground distance of 896.56 feet to an existing iron rod being the southwestern corner of Tract A-2 as shown on Map Book 9995, Page 7829 recorded in the Rowan County Register of Deeds; thence turning North $70^{\circ}08'51''$ West a distance of 54.83' to an existing iron rod being the southeastern corner of Tract A-1, Map Book 9995, Page 7829 and also being on the northwestern line of the "50' New Public Right of Way and Utility Easement" as shown on Map Book 9995, Page 10267 and said point being the point of **BEGINNING**. Thence running with the northwestern line of the "50' New Public Right of Way and Utility Easement" the following three (3) courses and distances:

- 1) South $44^{\circ}02'10''$ West a distance of 60.06' to an existing iron rod;
- 2) with a curve turning to the left with an arc length of 129.54', and a radius of 335.00' (chord of South $32^{\circ}57'32''$ West 128.73') to a new iron rod;
- 3) South $21^{\circ}52'55''$ West a distance of 92.64' to an existing iron rod being on the northern right of way margin of Corporate Center Drive (60' Public Right of Way) as shown on Map Book 9995, Page 3223; thence with the northern right of way margin of Corporate Center Drive with a curve turning to the left with an arc length of 596.07', and a radius of 710.00' (chord of South $84^{\circ}47'28''$ West 578.72') to an existing iron rod being the southeastern corner of Lot 2 as shown on Map Book 9995, Page 10115; thence with Lot 2 the following four (4) courses and distances:
 - 1) North $24^{\circ}57'04''$ West a distance of 87.40' to an existing iron rod;

2) North 20°02'35" West a distance of 92.03' to an existing iron rod;
3) North 78°58'22" West a distance of 365.11' to a point;
4) South 85°19'10" West a distance of 10.38' to a point being the new corner between Tract 1 and Tract 2 in a ditch; thence with the ditch, the northern line of Tract 1, the following nineteen (19) courses and distances:

1) North 87°44'32" West a distance of 16.66' to a point;
2) South 78°30'57" West a distance of 15.22' to a point;
3) North 74°02'56" West a distance of 15.21' to a point;
4) North 36°17'19" West a distance of 6.27' to a point;
5) North 61°42'22" West a distance of 24.59' to a point;
6) North 40°30'00" West a distance of 12.82' to a point;
7) North 18°41'43" West a distance of 28.60' to a point;
8) North 35°50'12" West a distance of 18.61' to a point;
9) North 10°20'30" West a distance of 10.27' to a point;
10) North 42°45'23" West a distance of 19.49' to a point;
11) North 24°56'32" West a distance of 49.27' to a point;
12) North 35°36'56" West a distance of 42.76' to a point;
13) North 54°03'02" West a distance of 20.89' to a point;
14) North 38°45'41" West a distance of 30.14' to a point;
15) North 18°37'06" West a distance of 21.55' to a point;
16) North 33°56'21" West a distance of 35.16' to a point;
17) North 45°19'59" West a distance of 31.13' to a point;
18) North 85°08'19" West a distance of 19.67' to a point;
19) North 48°39'41" West a distance of 7.58' to a new iron rod being on the eastern right of way margin of Summit Park Drive (60' public right of way); thence with the eastern right of way margin of Summit Park Drive with a non-tangential curve turning to the left with an arc length of 236.48', and a radius of 530.00' (chord of North 11°33'46" East 234.52') to an existing iron rod being the southwestern corner of MDC NC3, LP as shown on Map Book 9995, Page 8563; thence with MDC NC3, LP the following two (2) courses and distances:

1) North 88°53'18" East a distance of 592.00' to an existing iron rod;
2) North 37°39'11" East a distance of 526.73' to an existing iron rod being the southwestern corner of Tract 13 as shown on Map Book 9995, page 3750; thence with the line of Tract 13 South 15°18'47" East a distance of 222.05' to an existing iron rod being on the western line of Revised Tract 14 as shown on Map Book 9995, Page 8297; thence with Revised Tract 14 the following two (2) courses and distances:

1) South 49°01'21" West a distance of 40.45' to an existing iron rod;
2) South 48°55'30" East a distance of 434.10' to an existing iron rod being on the western line of aforementioned Tract A-1 as shown on Map Book 9995, Page 7829; thence with the line of Tract A-1 the following two (2) courses and distances:

1) South 19°51'25" West a distance of 305.05' to an existing iron rod;
2) South 70°08'51" East a total distance of 231.54' (passing a bent pipe online at 205.58') to the point and place of **BEGINNING**, having an area of 857,134 square feet or 19.677 acres of land, more or less, as shown on a survey prepared by Cornerstone Professional Land Surveying, PLLC, dated November 8, 2023 (Tract 2, Job No. 2023-177)

**AN ORDINANCE AMENDING THE
GRANITE QUARRY DEVELOPMENT ORDINANCE
OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ZMA-2024-11-12-3

BE IT ORDAINED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that the Official Zoning Map (OZM) of the Granite Quarry Development Ordinance (GQDO) be amended in accordance with both GQDO Article 5 and Article 6 of G.S. Chapter 160D. **Beacon SCC, LLC** as owner of property located at **125 Summit Park Drive**, Salisbury NC 28146 (Rowan County Parcel ID 402C022) was received by the Town of Granite Quarry on September 18, 2024. Said petition being for voluntary non-contiguous annexation of approximately 19.677 acres, as shown on the map exhibit and description appearing in Attachment “A” and Attachment “B” attached hereto, into the corporate limits.

Part 1. Consistency with Adopted Comprehensive Plan.

The Town Council finds that a zoning map amendment applicable to the subject properties, from Rowan County CBI (commercial/business/industry) Zoning District establishing a new zoning designation in accordance with G.S. 160D-604(a) of “Industrial (IND) District” is consistent with the adopted Town’s 2040 Comprehensive Land Use & Master Plan (the Plan) and the “Employment/Manufacturing” designation upon the subject property as appearing on the Plan’s “Future Land Use Map” therein as amended, as required by G.S. 160D-605(a).

Part 2. Statement of Reasonableness.

This amendment is reasonable because the subject property allows for the growth and expansion of employment and manufacturing opportunities supporting the local economic base of the Town while improving the quality of life for Granite Quarry residents by enabling both job opportunities and diversification of the tax base by adding non-residential properties.

Part 3. Establishment of New Zoning Designation.

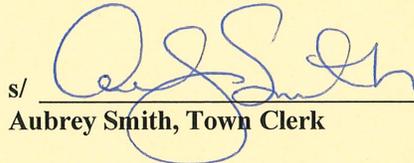
That Rowan County Parcel ID 402C022 as shown in Attachments “A” and “B”, attached hereto shall be designated “Industrial (IND) District” on the Official Zoning Map.

Part 4. Effective Date.

This Ordinance shall be effective at 12:01 AM on the 13th day of November 2024.

Adopted this 12th day of November 2024.

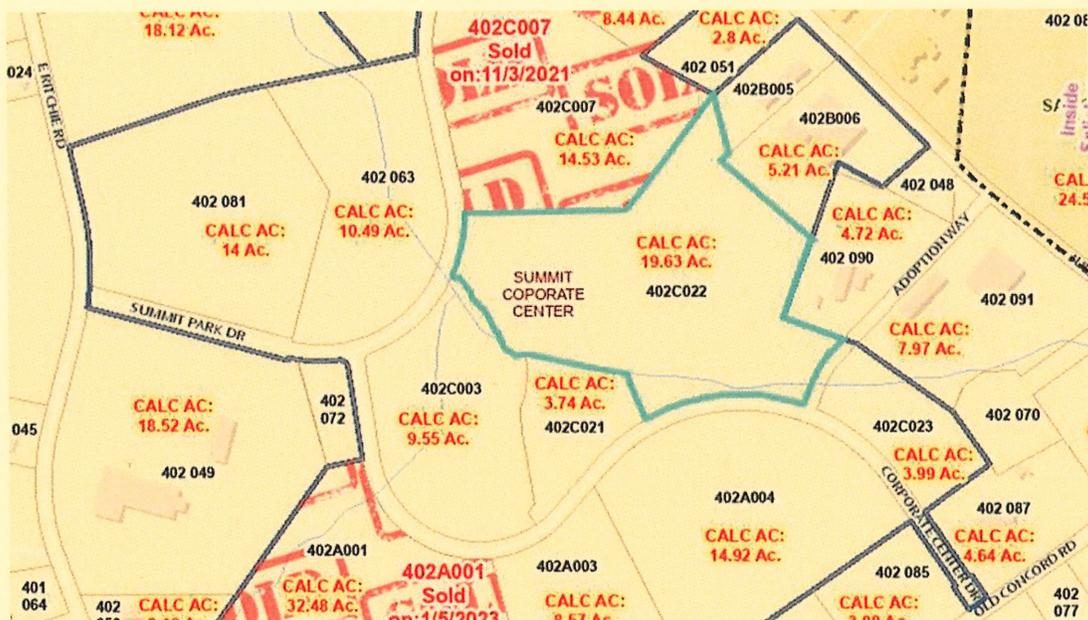
s/ 
Brittany H. Barnhardt, Mayor

s/ 
Aubrey Smith, Town Clerk



Attachment "A"

Location map from Rowan County GIS: 125 Summit Park Drive, Salisbury NC 28146 (Rowan County Parcel ID 402C022)



Attachment "B"

Description(s):

COMMENCING at NGS Monument "County AZ MK" having coordinates of North: 686,415.58 feet and East: 1,559,808.23 feet, thence running South 69°42'27" West a ground distance of 896.56 feet to an existing iron rod being the southwestern corner of Tract A-2 as shown on Map Book 9995, Page 7829 recorded in the Rowan County Register of Deeds; thence turning North 70°08'51" West a distance of 54.83' to an existing iron rod being the southeastern corner of Tract A-1, Map Book 9995, Page 7829 and also being on the northwestern line of the "50' New Public Right of Way and Utility Easement" as shown on Map Book 9995, Page 10267 and said point being the point of **BEGINNING**. Thence running with the northwestern line of the "50' New Public Right of Way and Utility Easement" the following three (3) courses and distances:

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 - 2) North 37°39'11" East a distance of 526.73' to an existing iron rod being the southwestern corner of Tract 13 as shown on Map Book 9995, page 3750; thence with the line of Tract 13 South 15°18'47" East a distance of 222.05' to an existing iron rod being on the western line of Revised Tract 14 as shown on Map Book 9995, Page 8297; thence with Revised Tract 14 the following two (2) courses and distances:
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RESOLUTION 2024-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, TO ADOPT A POLICY PROHIBITING PORNOGRAPHY ON TOWN NETWORKS AND DEVICES

WHEREAS, the Town of Granite Quarry is committed to maintaining a professional and respectful work environment for its employees, appointees, elected officials, contractors, and volunteers; and

WHEREAS, North Carolina General Statute §143-805 requires public agencies to establish policies governing the use of networks and devices controlled by the Town; and

WHEREAS, the Town recognizes the importance of adhering to applicable laws and promoting responsible use of its resources; and

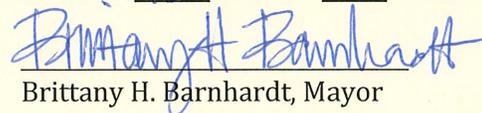
WHEREAS, the Town Council seeks to implement a policy that explicitly prohibits the viewing, dissemination, or maintenance of pornography on any Town-owned or controlled network or device; and

WHEREAS, the adoption of this policy is intended to foster a safe and productive workplace while ensuring compliance with state regulations; and

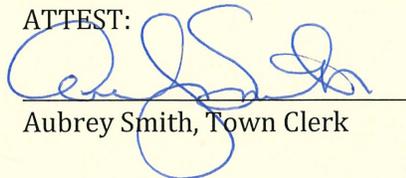
WHEREAS, the Granite Quarry Town Council acknowledges that this policy will also extend to contractors and volunteers using Town resources, thereby reinforcing the Town's commitment to ethical standards.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Granite Quarry that the attached "Policy Prohibiting Viewing of Pornography on Town Networks and Devices" is hereby adopted:

RESOLVED, APPROVED, AND EFFECTIVE UPON ADOPTION BY THE TOWN COUNCIL OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE 12th DAY OF Nov. 2024.


Brittany H. Barnhardt, Mayor

ATTEST:


Aubrey Smith, Town Clerk

[SEAL]





2024-08

POLICY PROHIBITING PORNOGRAPHY ON TOWN NETWORKS AND DEVICES

Purpose

North Carolina General Statute §143-805 requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the Town of Granite Quarry. This policy is intended to comply with all provisions of said statute, and amendments thereto, and any and all regulations promulgated thereunder. To the extent any of the provisions of this policy are inconsistent with any of the foregoing, the statute, any regulations, and then this policy shall control in that order. To the extent the aforesaid statute may be amended in the future, this policy shall be deemed amended and shall be interpreted in accordance therewith.

Definitions

Device – Any cellular phone, desktop or laptop computer, or other electronic equipment capable of connecting to a network.

Material – As defined in G.S. 14-190.13.

Network – Any of the following, whether through owning, leasing, maintaining, or otherwise controlling:

- a. The interconnection of communication systems with a computer through remote or local terminals, or a complex consisting of two or more interconnected computers or telephone switching equipment.
- b. Internet service.
- c. Internet access.

Pornography – Any material depicting sexual activity.

Public agency – Any of the following:

- a. All State agencies and offices of the members of the Council of State, including all boards, departments, divisions, constituent institutions of The University of North Carolina, community colleges, and other units of government in the executive branch.
- b. Units of local government as defined in G.S. 159-7.
- c. Public authorities as defined in G.S. 159-7.
- d. Public school units as defined in G.S. 115C-5.

Sexual activity – As defined in G.S. 14-190.13.

Policy

The Town of Granite Quarry prohibits the viewing or maintaining of pornography by its employees, appointees, elected officials, contractors and volunteers on the Town's network or devices owned or maintained by the Town.

1. No employees of the Town of Granite Quarry, elected officials, or Town appointees shall view, disseminate or maintain pornography on any computer network owned, leased, maintained, or otherwise controlled by the Town, whether on a Town-owned and maintained device, or a privately owned or controlled device.
2. No employee, elected official, or appointee of the Town shall view, disseminate or maintain pornography on a device owned, leased, or maintained or otherwise controlled by the Town.
3. Each year, and no later than August 1, to the extent required by law, the Town shall report the information required by law to the State Chief Information Officer.
4. Sections 1 and 2 of this policy shall not apply to an official or employee that is engaged in any of the following activities in the course of that official's or employee's official duties:
 - a. Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.
 - b. Identifying potential security or cybersecurity threats.
 - c. Protecting human life.
 - d. Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this section.
 - e. Participating in judicial or quasi-judicial proceedings.
 - f. Conducting or participating in an externally funded research project at one of the constituent institutions of The University of North Carolina.
 - g. Researching issues related to the drafting or analysis of the laws of this State as necessary to fulfill the requirements of the employee's official duties.
5. Any employee, elected official, or appointee of the Town who has pornography on a device owned, leased, maintained or otherwise controlled by the Town shall remove, delete or uninstall the pornography no later than January 1, 2025.
6. Any employee of the Town who violates any provision of this policy shall constitute detrimental personal conduct and shall subject the employee to disciplinary action under the Town's personnel policy including the possibility of immediate dismissal without further warning or notice in cases where the violation is either knowing or a repeat violation.
7. Any appointee of the Town who violates this policy shall be subject to immediate suspension by the Town Manager and subsequent removal by the Town Board.
8. Any elected official who violates any provision of this policy shall be subject to censure proceedings.
9. This policy shall also apply to contractors (including but not limited to independent contractors, vendors and service providers) and volunteers to the Town to the extent that they use any Town network or device, and shall also prohibit the viewing or dissemination of pornography whether or not on a Town network or device when the person is on Town property, serving the Town at a Town-sponsored event, or representing the Town in any capacity. In any such case, such person and/or the applicable contract may be immediately suspended and/or terminated without further warning or notice by the Town Manager.

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

STATE OF NORTH CAROLINA

GRANTEE'S FEDERAL TAX I.D.# 56-0814166

COUNTY OF WAKE

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

Grantee: Town of Granite Quarry

Grantee Address and Contact Information: Jason Hord, Town Manager,
PO Box 351, Granite Quarry, NC 28072
704-279-5596
jhord@granitequarrync.gov

Grantee Fiscal Year End Date: June 30

Grant Award Date: August 23, 2024

Project Number: 2024-1089

Project Title: Civic Park Improvement Project

Period Covered by This Agreement: 11/1/2024 through 10/31/2027

Project Scope (Description of Project): Picnic shelter renovations (demo kitchen, addition of 2 restrooms), playground (2 play structures and accessible surfacing), walking trail (8ft wide, paved with accessible routes to amenities), tennis court resurfacing, pickleball court conversion, 1350 sq ft splash pad with perimeter seating, basketball courts, site preparation, utilities, planning, and contingency

Project Costs:	Grant Award Amount:	<u>\$500,000</u>
	Local Government Match:	<u>\$500,000</u>

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the Town of Granite Quarry (hereinafter referred to as "Grantee") do hereby enter into this project agreement (the "Agreement"), effective as of the date of the last signature to this Agreement (the "Effective Date"), for the purpose of providing grant funding to the Grantee for public recreation purposes via either land acquisition, the construction of new public recreation facilities, or repair, renovation, improvement, or adaptation of existing public recreation facilities in North Carolina. The Parties agree to comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund ("PARTF") statute (N.C.G.S. 143B-135.56) and administrative rules (07 NCAC 13K), and the PARTF grant application and grant manual, which are hereby incorporated by reference into this Agreement and which are on file with the North Carolina Division of Parks and Recreation.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this Agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

Section I. Eligible Project Costs, Fiscal Management, and Recordkeeping

1. The grant amount must be matched on the basis of at least one dollar of funding provided by the Grantee for every one dollar of funding provided by the State. To be eligible, project costs must be incurred during the period covered by this Agreement, be documented in the grant application, described in the project scope of this Agreement, and initiated and/or undertaken after execution of this Agreement by the Grantee and the Department. The Department shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the grant award amount for the Project outlined on page 1 of this Agreement.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. The value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the Effective Date of this Agreement in order to allow general public access and use.
3. Payment shall be made in accordance with this Agreement, the Scope of Work (Attachment B), and PARTF statutes and rules. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Agreement. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and request for reimbursement, must be received by the Department for approval prior to or at the time of the close-out inspection. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.
4. Records created or obtained under this Agreement shall not be destroyed, purged or disposed of without the express written consent of the Department. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
5. The State Auditor and the Department's internal auditors shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
6. The Grantee agrees to refund to the Department, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Agreement shall revert back to the Department to be deposited into PARTF for distribution by the PARTF Authority.
7. The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Department.

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

Section II. Project Execution

1. The Grantee may not deviate from the Scope of Work outlined in Attachment B without the prior written approval of the Department. When the Grantee seeks to change an element of the project, including, but not limited to, the project scope, a revised estimate of costs, a deletion or additions of project deliverables, or an extension of the Agreement period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.
3. The Grantee shall not subgrant any of the work contemplated under this Agreement without prior written approval from the Department. The Department shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Agreement and to provide all information to allow the Grantee to comply with these standards.
4. The Grantee shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.
5. In the event the Grantee subcontracts for any or all of the services covered by this Agreement:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Agreement;
 - b. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to abide by the standards contained in this Agreement or to provide such information as to allow the Grantee to comply with these standards; and
 - c. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
6. The Grantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205, including providing a certification that State financial assistance received was used for the purposes for which it was awarded.
7. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without the prior written approval of the Department. The Grantee agrees to maintain and manage PARTF-assisted development/renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
9. The Grantee agrees to place utility lines developed with PARTF assistance underground.
10. The Grantee shall, in the landscaping of all PARTF-funded projects, only use seeds and plants classified by the U.S. Department of Agriculture as native to the Southeastern United States, including cultivars and varieties thereof that were not bred to have reduced reproductive structures, with a strong preference for plants the U.S. Department of Agriculture has classified as native to North Carolina. The "Southeastern United States"

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

shall be defined as the states of Alabama, Georgia, North Carolina, South Carolina, Tennessee, Virginia, and the following counties in Florida: Bay Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. The following non-native plants shall be exempted from this requirement:

- a. Non-native plants incorporated as part of a PARTF-funded project that are already existing at the time that the grant is approved;
- b. Non-native turf grass; and
- c. Non-native seeds and plants where the primary purpose is:
 - i. crop cultivation;
 - i. scientific research;
 - ii. botanical or historical gardens; or
 - iii. plantings for wildlife.
- d. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this Agreement at any time prior to the expenditure of funds by the State on the project described in this Agreement by providing written notice to the Department.
2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual consent with sixty (60) days' written notice to the other Party, or as otherwise provided by law. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement.
3. Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement. If the Agreement is terminated by the Department as provided herein, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Grantee's breach of this Agreement, and the Department may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In addition, in the event of default by the Grantee under this Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

4. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules, and this Agreement may result in the Department declaring the Grantee ineligible for further participation in future PARTF-funded grant cycles, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.
5. Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Department and the Grantee and attached to the Agreement.

6. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Section IV. General Terms

1. This Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment A).
2. The Grantee must ensure that grant funds dispersed under this Agreement are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
3. No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
 - a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Agreement obligations.
4. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Grantee that any such person or entity, other than the Department or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
5. To the extent allowed by law, the Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.
6. All notices permitted or required to be given by one party to the other and all questions about the Agreement from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Grantee shall not substitute key personnel assigned to the performance of this Agreement, as outlined below, without prior written approval by the Department's Contract Administrator.

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-93338 Email: Vonda.Martin@ncparks.gov	Jason Hord Town Manager PO Box 351 Granite Quarry, NC 28072 704-279-5596 jhord@granitequarrync.gov

7. The Grantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.
8. The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
9. In accordance with Executive Order 24 (signed October 18, 2017), the Grantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Agreement.
10. Grantees shall have on file with the Department a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and/ or 14-234. [N.C.G.S. 143C-6-23(b)(2007)]. Grantee shall at all times comply with the Grantee's conflict of interest policy.
11. The Grantee certifies that it:
 - a. Has neither used nor will use any appropriated funds for payment to lobbyists;
 - b. Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - c. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
12. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date.
13. This Agreement may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Grantee.
14. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

15. If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
16. Travel expenses shall not be reimbursed in the performance of this Agreement. If travel is necessary in the performance of this Agreement, it shall be included in the approved project budget and narrative.
17. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Section V. Attestation and Execution

N.C.G.S. §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 Agreement, you (Grantee) 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.

In witness whereof, the Department and the Grantee have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOWS]

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

Town of Granite Quarry Name of Grantee (Local Government)	<i>M. J. Hord</i> Signature of Grantee (Chief Elected Official)
M. Jason Hord Typed or Printed Name of Official	Town Manager Title of Official
11/13/24 Date	

(Notary Public Completes)

State of North Carolina

County of Rowan

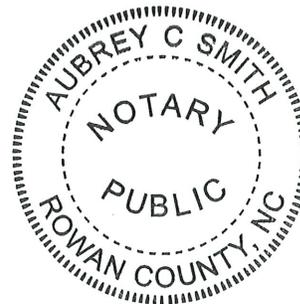
On this 13th day of November, 2024, M. Jason Hord

personally appeared before me the said named Aubrey C. Smith, in their capacity as Town manager for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: 05/05, 2029.

<i>Aubrey C. Smith</i> Signature of Notary Public

(Seal Here) 



**"THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT."**

Shelly Sheeran
FINANCE OFFICER

11/13/24
DATE

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary

By:	Director, NC Parks & Recreation	
Department Head or Authorized Agent for Secretary Wilson	Title	Date

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

Attachment A

Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Grantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

Attachment B
Scope of Work

North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – PARTF Grant Program for Local Governments

Grantee: Town of Granite Quarry

Title of Project: Civic Park Improvement

Project Number: 2024-1089

Contract Number: 2024-1089

Amount of Grant: \$500,000

Amount of Match: \$500,000

Contact Person for Project: Jason Hord

Title: Town Manager

Address: PO Box 351, Granite Quarry, NC 28072

Telephone: 704-279-5596

Contact email address: jhord@granitequarrync.gov

Scope of Project: Picnic shelter renovations (demo kitchen, addition of 2 restrooms), playground (2 play structures and accessible surfacing), walking trail (8ft wide, paved with accessible routes to amenities), tennis court resurfacing, pickleball court conversion, 1350 sq ft splash pad with perimeter seating, basketball courts, site preparation, utilities, planning, and contingency

Length of Project: 11/1/2024 through 10/31/2027

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Town of Granite Quarry grant application and support documentation are, by reference, part of the Agreement. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the Agreement.

Town of Granite Quarry

FISCAL YEAR 2024-2025
BUDGET AMENDMENT REQUEST #2

Nov 12, 2024

PURPOSE: To increase Police – Cap Outlay – Vehicles (01-4310-54) by \$120,000, with \$60,000 appropriated out of General Fund Contingency (01-9910-97) and \$60,000 being appropriated from Fund Balance (01-3991-97) for the purchase and upfit of two police cars.

General Fund – Fund 01

Revenues:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-3991-99	Fund Balance Appropriated	\$ 60,000
	Total Increase/Decrease:	\$ 60,000

Expenses:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-9910-97	General Fund Contingency	\$ (60,000)
01-4310-54	Police – Cap Outlay – Vehicles	\$ 120,000
	Total Increase/Decrease:	\$ 60,000

The above Budget Amendment was approved / denied by the Manager or Board on 11/12/2024.



Brittany H. Barnhardt, Mayor



Shelly Shockley, Finance Officer