



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

Call to Order **Mayor Barnhardt**

Moment of Silence

Pledge of Allegiance

1. Approval of Agenda

2. Approval of Consent Agenda

A. Approval of the Minutes

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

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

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

D. Committee Appointment – Zoning Board of Adjustment

3. Citizen Comments

(All comments are limited to 6 minutes. No sharing of minutes with other citizens.)

4. Town Manager Update (*Report in Board packet*)

Old Business

5. Adoption **Core Values**

ACTION REQUESTED: Motion to adopt the final Strategic Goal-Setting document as presented.

6. Budget Amendment **Flail Mower**

ACTION REQUESTED: Motion to approve Budget Amendment #2B as presented.

New Business

7. Approval

Longevity Pay

ACTION REQUESTED: Motion to approve Longevity Pay for the FY22-23.

8. Adoption

Fund Balance Policy

ACTION REQUESTED: Motion to adopt Resolution 2022-09 to adopt a Town Fund Balance Policy.

9. Budget Amendment

Goose Masters

ACTION REQUESTED: Motion to approve Budget Amendment #4, transferring funds from (Contingency / Fund Balance Appropriated) to Parks for goose control services at the Lake Park in an amount not to exceed \$13,500.

10. Approval

TAP Funding Request Application

ACTION REQUESTED: Motion to adopt Resolution 2022-10 in support of application for Transportation Alternatives Program Funds.

11. Approval

Transformational Projects - Scope of Services ACTION

REQUESTED: Motion to approve the Scope of Services and funding sources for the Town's Transformational Projects with Stewart as presented, intending to accomplish this portion of the Project under Task 1 as detailed therein.

12. Board Comments

13. Announcements and Date Reminders

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

14. Closed Session

ACTION REQUESTED: Motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(5)(ii) to discuss... other material terms of an employment contract or proposed employment contract.

ACTION REQUESTED: Motion to return to open session.

Adjourn

Agenda Item Summary

Regular Meeting
November 14, 2022
Agenda Item 1

Summary:

The Board may discuss, add, or delete items from the Regular Meeting agenda.

Action Requested:

Motion to adopt the November 14, 2022 Board of Aldermen Meeting Agenda (as presented / as amended).

Approval of Agenda

Motion Made By:

Jim Costantino
John Linker
Doug Shelton
Jeff Cannon

Second By:

Jim Costantino
John Linker
Doug Shelton
Jeff Cannon

For:

Jim Costantino
John Linker
Doug Shelton
Jeff Cannon

Against:

Jim Costantino
John Linker
Doug Shelton
Jeff Cannon

In case of tie:

Mayor Brittany Barnhardt

For
Against

Agenda Item Summary

Regular Meeting
November 14, 2022
Agenda Item 2

Summary:

The Board may discuss, add, or delete items from the Consent Agenda.

A. Approval of the Minutes

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

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

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

D. Committee Appointment – Zoning Board of Adjustment

Action Requested:

Motion to approve the consent agenda (as presented / as amended).

Approval of Consent Agenda

Motion Made By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Second By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

For:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Against:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

In case of tie:

Mayor Brittany Barnhardt

- For
- Against



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
SPECIAL MEETING
MEETING MINUTES
Thursday, October 6, 2022, 12:30 p.m.**

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

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith, Finance Officer Shelly Shockley, Public Works Director / Fire Chief Jason Hord

Call to Order: Mayor Barnhardt called the meeting to order at 12:30 p.m.

1. Approval of the Agenda

ACTION: Alderman Shelton made a motion to approve the agenda. Mayor Pro Tem Linker seconded the motion. The motion passed 3-0.

2. RFQ Transformational Projects Interview Stewart, Inc.

Emily Blackwell Hsiao, Jake Petrosky, and Tim Popelka representing Stewart, Inc. introduced themselves and provided an overview of the firm including their qualifications and experience with similar projects. They stated a desire to be involved from plan conception to ribbon-cutting and discussed their experience with obtaining funding from different sources. The Board members were asked about their priorities and offered projects including park updates, park connectivity, and the town square.

3. Discussion Applications for Board Vacancy

Mayor Barnhardt invited applicants who were present to introduce themselves.

A. Laurie Mack shared that she moved back to Granite Quarry in 2018 to care for her aging parents and decided to stay. She taught at the elementary school level for over twenty years and stated that giving back to the community is important to her.

B. Charisse Peeler shared that her background was in finance and accounting at a local, county, and federal level with experience in grant writing. She has been in Granite Quarry for three years.

C. Jeff Cannon shared that he grew up in Kannapolis and served in the Army. He worked with Salisbury code enforcement. He has served as a minister for the past 11 years.

D. Mayor Barnhardt shared that the fourth applicant was Angela Nee. Angela was at work and unable to attend the meeting. Mayor Hinnant of Kannapolis called Mayor Barnhardt to share a personal recommendation for Ms. Nee.

Mayor Barnhardt thanked all the applicants and reminded the group that four Board seats would be up for re-election in November of 2023. She encouraged all the applicants to remain involved in the town even if they were not selected for appointment to the vacant seat.

ACTION: Alderman Costantino made a motion to appoint Mr. Cannon (*to the vacant seat*). Mayor Pro Tem Linker seconded the motion. The motion passed 3-0.

Jeff Cannon will be sworn in at the regular meeting, Monday, October 10, 2022.

4. RFQ Transformational Projects Interview Benesch

Jon Wood and Matt Blackmon from Benesch provided an overview of the company and shared the qualifications of the potential project team. Mr. Wood shared that the team has experience with Granite Quarry and seeking funding at the federal, state, and local level. Board members recognized that prioritization of projects was a necessary first step.

Mayor Barnhardt asked that board members score the two firms and discuss at the regular meeting.

Adjourn

ACTION: Alderman Costantino made a motion to adjourn. Mayor Pro Tem Linker seconded the motion. The motion passed 3-0. The meeting ended at 2:47 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk



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

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

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith, Finance Officer Shelly Shockley, Fire Chief / Public Works Director Jason Hord, Police Chief Mark Cook, Interim Planner Jay Dale

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: Mayor Pro Tem Linker made a motion to approve the agenda as presented. Alderman Costantino seconded the motion. The motion passed 3-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

1) Regular Meeting September 12, 2022

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

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

D. Committee Appointment – Planning Board

E. 2023 Schedules - Board of Aldermen Meeting Schedule, Town Hall Holiday Closing Schedule, 2023 Planning Board Meeting Schedule

F. Joint Resolution - Assigning Exclusive Jurisdiction to the Town of Granite Quarry

ACTION: Alderman Shelton made a motion to approve the consent agenda. Mayor Pro Tem Linker seconded the motion. The motion passed 3-0.

3. Appointment

Board of Aldermen Vacancy

ACTION: Alderman Shelton made a motion to appoint Jeff Cannon (*to fill the vacant seat of Alderman Kim Cress*). Mayor Pro Tem Linker seconded the motion. The motion passed 3-0.

Mr. Cannon was sworn in by Clerk Smith and took his place at the dais.

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

The recess began at 6:06 p.m.

Mayor Barnhardt called the meeting back into session at 6:10 p.m.

4. Citizen Comments – There were no citizen comments.

5. Town Manager’s Update

Manager Smith shared updates from his report in the agenda packet and provided handouts on items that he emailed to the Board including the Strategic Planning Core Values update. Manager Smith asked the Board to look over the core values. They will be on the agenda for adoption at the next meeting.

Manager Smith reviewed his presentation on the Granite Industrial Sign design. He requested Board consensus to move forward with design and cost estimates. There was Board consensus to move forward.

Manager Smith shared the updated project goals tracking sheet for Board review.

Manager Smith shared that a local brewery offered sponsorship for the Halloween and Christmas decorating contests and asked for Board direction. There was Board consensus to decline the sponsorship this year with an option to revisit in the future once sponsorship guidelines are in place.

Manager Smith shared that the Board Room door needed replacement. He presented a request to move \$3,400 for just the side door or \$12,300 for all three sets of glass doors. He deferred to Chief Hord for technical questions. Chief Hord confirmed the new doors would be compatible with key card access should that upgrade be made in the future.

ACTION: Alderman Shelton made a motion to move \$12,300 from Contingency to Maintenance (*from Governing Body: General Fund Contingency to Maintenance: Maintenance & Repair - Buildings & Grounds*) for repair of all three sets of doors. Alderman Costantino seconded the motion. The motion passed 4-0.

Old Business

6. Public Hearing

Rezoning of 354 186 RL to RH (cont.)

A. Staff Presentation

Planner Dale

Planner Dale provided an overview of the requested rezoning application and the current zoning of the area properties.

B. Applicant Presentation

Greg Lafferty, New Life Developers

Mr. Lafferty restated the request and reviewed slides from his presentation showing the current zoning of the nearby properties. Mr. Lafferty shared that the developer is prepared to extend the water and sewer connections. He stated the high-density zoning would be a great buffer to the low-density to the south. He shared a rendering of the development. Forty-four individually titled homes are being proposed.

C. Public Hearing

1) **Opened:** Mayor Barnhardt opened the public hearing at 6:48 p.m.

- Rich Luhrs 801 N. Main GQ Street spoke against the rezoning. He introduced himself as a resident and the Planning Board Chair and shared the reasons the Planning Board recommended not to approve the rezoning.

2) **Closed:** Mayor Barnhardt closed the public hearing at 6:55 p.m.

D. Board Discussion and Decision

The Board discussed traffic concerns and the current zoning near the parcel. Planner Dale stated he thought the rezoning would be in keeping with the policies in the Comprehensive Land Use Plan. Mayor Pro Tem Linker stated the area has a variety of uses currently and pointed out that the water and sewer extension in that area was something the Town desired. Alderman Shelton stated the project would still have to have a Special Use Permit for approval.

ACTION: Alderman Shelton made a motion to approve the rezoning of parcel 354 186 from Residential Low Density to Residential High Density (*and adopt the Statement of Consistency as presented*). Mayor Pro Tem Linker seconded the motion. The motion passed 3-2 with Alderman Shelton and Mayor Pro Tem Linker in favor, Alderman Costantino and Alderman Cannon opposed and Mayor Barnhardt voting in favor to break the tie.

New Business

7. Budget Amendment

Flail Mower

Mayor Barnhardt invited Chief Hord forward to summarize the request. Chief Hord shared that recently there was a catastrophic gearbox failure on the bush hog rotary cutter used to mow rights of way. Due to its age, condition, and parts needed, it was not cost-effective to fix.

ACTION: Mayor Pro Tem Linker made a motion to adopt Budget Amendment #2 Powell Bill option as presented. Alderman Costantino seconded the motion. The motion passed 4-0.

8. Awarding of Contract

Transformational Projects

Mayor Barnhardt shared that scores were compiled after presentations were made on Thursday at the special meeting. Stewart's scores were higher with the majority of Board members and staff who completed the assessments.

ACTION: Alderman Costantino made a motion to go with Stewart (*as the engineering & consulting firm for the Town's Transformational Projects*). Alderman Cannon seconded the motion. The motion passed 4-0.

9. Proclamation

Veterans Day

Mayor Barnhardt acknowledged the proclamation for Veterans Day.

10. Board Comments

- Alderman Costantino stated it was time to redo the building.
 - Mayor Pro Tem Linker shared that the building is the same as when he left office in the '90s. He stated there was a plan from the architect and agreed it was time to start. He stated he was in favor of calling the architect back for discussion.
 - Mayor Barnhardt shared that this could be a project to bring before Stewart as transformational and agreed it was time for upgrades. She stated she was interested in how the design team would break up the project into phases and set priorities.

- Alderman Shelton questioned the plausibility of borrowing the money without a revenue stream to pay it back. He shared that if the town borrowed \$4 million, it would take an additional \$100,000 a year to pay it back. He was in favor of revisiting and breaking it up into smaller projects.

11. Announcements and Date Reminders

A.	Wednesday	October 12	5:00 p.m.	Centralina Board of Delegates
B.	Thursday	October 13	6:00 p.m.	Community Appearance Commission
C.	Friday	October 14	11:00 a.m.	FD Aux Port-a-Pit at Lake Park
D.	Saturday	October 15	1:00 p.m.	Granite Fest at Civic Park
E.	Monday	October 17	5:00 p.m.	Parks, Events and Recreation Committee
F.	Monday	October 17	5:30 p.m.	Zoning Board of Adjustment
G.	Tuesday	October 18	3:30 p.m.	Revitalization Team
H.	Thursday	October 20	7:30 a.m.	Power in Partnership Breakfast
I.	Wednesday	October 26	5:30 p.m.	CRMPO TAC
J.	Thursday	October 27	6:00 p.m.	Rowan Municipal Association at Trinity Oaks
K.	Monday	November 7	6:00 p.m.	Planning Board
L.	Wednesday	November 9	5:00 p.m.	Centralina Executive Board
M.	Thursday	November 10	6:00 p.m.	Community Appearance Commission
N.	Friday	November 11		Veterans' Day Observed – Town Hall Closed

Adjournment

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

The meeting ended at 7:22 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk



Town of Granite Quarry Fire Department

Established May 15th, 1950

PO Box 351

www.granitequarrync.gov

Granite Quarry, NC

704/279-5596



Board Report November/2022 Chief Hord

Emergency Calls for Service October 2022

34 calls in district

- 23 - EMS (including strokes, falls, diabetic, CPR and other medical needs)
- 3 - Service assignment/ Public service assistance
- 1 - Motor Vehicle Accident
- 3 - Fire Alarms
- 1 - Motor Vehicle Accident
- 1 - Fuel Spill

10 calls to Salisbury

- 9 - Alarm/Structure, EMS calls cancelled en-route
- 1 - Electrical Problem

6 calls to Rockwell Rural

- 3 - EMS
- 1 - MVA with entrapment
- 2 - Cancelled en-route

3 calls to Union cancelled en-route

4 calls to Rockwell City cancelled en-route

3 calls to South Salisbury cancelled en-route

TOTAL – 60

ACTIVITIES

- Daily activities include apparatus & equipment checks, training, station maintenance, pre-plan development, hose and hydrant maintenance, water points, emergency response, public education, inspections, and the assistance of other divisions within the Town of GQ.
- Monthly training included E.M.T continuing education and Joint Training with Faith F.D.
- Multiple days of ladder training, water point training, hose evolutions, extrication tool familiarization, and district familiarization. Weekly shift training/ officer's choice.
- Car Seat Check Station on Thursday from 1 p.m.to 4 p.m. – 4 seats installed/checked.
- Grounds care on Thursdays
- Communities in school visits on Thursdays.
- Multiple Fire Prevention Week events attended
- Port-a-pit event
- Granite Fest Event
- Live burn training on acquired structure along with mutual aid companies
- Trunk-or-treat event

E-571

- Mileage – 19420
- Hours – 1722

E-572

- Mileage – 39989.6
- Hours – 3233.2

R-57

- Mileage – 37592.8
- Hours – 3439.2

SQ-57

- Mileage – 4904
- Hours - 652



October Work 2022 Public Works Report

- Normal Maintenance Duties Daily- (parks, cleaning, mowing, edging, service on equipment, limbs & sweeping)
- PM check on generator
- Leaf pickup bi-weekly
- Nature trail maintenance weekly
- Filled various potholes
- Brush cut various right of ways
- Sprayed various right of ways
- Tested Christmas lights/replaced bulbs
- Replaced leaf vac hose
- Stage up and down / assisted with Granite Fest
- Front fence replaced at quarry
- Cleaned up light storm damage/ trees
- Cameras/ Internet in service at Legion building

2007 Ford Truck	Mileage – 63,805	+126 miles
1995 Ford Dump Truck	Mileage – 43,400	+500 miles
2009 Ford Truck	Mileage – 92,208	+160 miles
2019 Ford Truck F350	Mileage – 17,469	+363 miles
2022 Chevy Silverado	Mileage – 6,375	+1,185 miles



Granite Quarry-Faith Joint Police Authority

P.O. Box 351 • 143 North Salisbury Ave, Granite Quarry, NC 28072
Office: (704)279-2952 • Fax: (704)279-6648



Police Department Report

November 2022

- Call volume report for the month of October 2022:
- Date of Report: 10/02/2022
 - Total calls for service/activities – 1313
 - Calls for service/activities Granite Quarry: 1139
 - Calls for service/activities Faith: 174
 - Incident Reports- 13
 - Arrest Reports- 7
 - Crash Reports- 12
 - Traffic Citations- 53
- See Attached for Total Calls for Service.
- The following is the ending and average mileage for each vehicle by month:

131 Chevy Impala-	End-	77,175
141 Ford Taurus-	End-	84,247
161 Ford Utility-	End-	75,591
171 Ford Utility -	End-	56,469
172 Ford Utility -	End-	91,078
173 Ford Utility -	End-	45,561
181 Ford F150 -	End-	81,951
191 Dodge Durango -	End-	44,746
201 Ford Utility-	End-	26,638
211 Ford Utility-	End-	14,838
212 Ford Utility-	End-	36,002

- Other Information:
 - Drug Collection Box. Oct. 2022: 15.88 pounds collected.
 - October CID Report. 5 Cases assigned; 1 Cases cleared; 33 follow-ups conducted; 103 open assigned cases.
 - Officers completed 88 hours of in-service or continuing education training in Oct.

GQPD

Number of Events by Nature

CFS Oct 2022 Granite Quarry

Nature	# Events
103A2 FOUND PROPERTY	1
103A4 ADMIN (OTHER)	1
104B01 ATM ALARM	2
104B03 AUDIABLE ALARM	1
104C2 COMMERCIAL BURG (INTRUSI	6
104C3 RESIDENTAL BURG (INTRUSI	3
104D3 RESIDENTIAL HOLDUP/PANIC	2
112D2 DECEASED (SUDDEN)	1
113B2 OTHER NOISE COMPLAINT	4
113C1 DISTURBANCE-LOUD PARTY	1
113D1 DISTURBANCE / PHYSICAL	2
113D2 DISTURBANCE / VERBAL	1
114C1 PHYSICAL DOMESTIC	1
114D2 VERBAL DOMESTIC	1
114D3 PHYSICAL FAMILY DOMESTIC	1
114D4 VERBAL FAMILY DOMESTIC	1
115D1 DRIVING UNDER INFLUENCE	3
116B1 DRUGS (FOUND-EQUIP)	1
116D1 DRUGS (USE-POSSESSION)	3
116D2 DRUGS (SALE)	2
118C1 FRAUD (PHONE/MAIL/ELEC)	1
118D2 FRAUD-FORGERY	3
119D2 THREAT	1
119D3 HARASSMENT	2
123B1 MISSING PERSON	1
123D1 MISSING PERSON (AT RISK)	2
125B1 CHECK WELFARE - ROUTINE	2
125B2 LOCKOUT - ROUTINE	2
125D1 CHECK WELFARE-URGENT	4

Nature	# Events
127D1 SUICIDE ATTEMPT	1
129B3 SUSPICIOUS CIRCUM (PAST)	1
129C1 SUSPICIOUS PERSON	6
129C3 SUSPICIOUS VEHICLE	11
129C5 SUSPICIOUS CIRCUMSTANCE	3
130B2 VEHICLE LARCENY (PAST)	1
130B3 THEFT FROM VEH (PAST)	1
130C1 THEFT JUST OCCURED	1
130D1 LARCENY	1
131B3 HIT & RUN	2
132C1 SEVERE TRAFFIC VIOLATION	1
132O2 TRAFF COMP - INFORMATION	1
133D1 TRESPASSING	3
135C1 SHOTS FIRED (HEARD)	1
23C1 OVERDOSE OR POISON	1
77B1 TRAFFIC ACC - INJURY	1
911 HANG UP	10
9B1 CARDIAC ARREST POSS DOA	1
9E1 CARDIAC OR RESP ARREST	1
ASSIST EMS	1
ASSIST MOTORIST	2
BURGLARY ALARM	5
BUSINESS OR HOUSE CHECK	894
COMMUNITY PROGRAM	5
DELIVER MESSAGE	8
DOMESTIC PROPERTY PICKUP	1
FOLLOWUP	32
FOOT PATROL	1
GENERAL INFORMATION	8
LAW CALL	1
MISDIAL	5
OPEN DOOR	2

Nature	# Events
PARK CHECK	1
REPOSSESSION	1
RESTRAINING ORDER	1
SCHOOL SECURITY CHECK	2
SUBPOENA SERVICE	4
TRAFFIC CHECK	5
TRAFFIC CONTROL	1
TRAFFIC STOP	44
TRANSPORT PRISONER OR OTHER	1
VEHICLE ACCIDENT PROP DAMAGE	8
WARRANT SERVICE	2
Total	1139

GQPD

Number of Events by Nature

CFS Oct 2022 Faith

Nature	# Events
103A3 LOST PROPERTY	1
110B2 PAST RESIDENTIAL B&E	1
113B2 OTHER NOISE COMPLAINT	1
123D1 MISSING PERSON (AT RISK)	1
125B1 CHECK WELFARE - ROUTINE	1
125B2 LOCKOUT - ROUTINE	1
125D1 CHECK WELFARE-URGENT	1
129B2 SUSPICIOUS VEH (PAST)	1
129C3 SUSPICIOUS VEHICLE	1
129C5 SUSPICIOUS CIRCUMSTANCE	2
130B1 LARCENY (ALREADY OCC)	1
133D1 TRESPASSING	1
25A1 PSYCHIATRIC (PD-ROUTINE)	1
25A2 PSYCHIATRIC (SUICIDAL)	1
911 HANG UP	2
ASSIST MOTORIST	2
BUSINESS OR HOUSE CHECK	130
DELIVER MESSAGE	1
ESCORT FUNERAL OR OTHER	1
FOLLOWUP	2
GENERAL INFORMATION	2
SCHOOL SECURITY CHECK	1
SUBPOENA SERVICE	3
TRAFFIC CHECK	7
TRAFFIC STOP	7
VEHICLE ACCIDENT PROP DAMAGE	1
Total	174

Planning Department Monthly Report October 2022

Permits

- 7 Permit Applications
 - 7 Permits approved
 - 00 Permits denied

Date	Address	Permit	Status
10/6/2022	Coley Rd	Driveway	Issued
10/6/2022	Fish Pond Rd	Driveway	Issued
10/13/2022	Hill St.	Septic	Issued
10/13/2022	St. Lukes Church Rd	New Single Family Dwelling	Issued
10/13/2022	St. Lukes Church Rd	New Single Family Dwelling	Issued
10/13/2022	Salisbury St	Other	Issued
10/20/2022	Clement St	Addition	Issued

Planning/Zoning Inquiries

Date	Inquiry	Zoning	Comments
10/31/2022	Subdivision	RL	Major

Planning Board. Met 10/3/2022 – Heard rezoning application for 354 186 RL to RH, recommended denial of the rezoning.

Zoning Board of Adjustment. Met 10/17/2022 – Heard SUP application for townhomes at 623 040; continued the item until November.



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Granite Quarry

Updated
September 1, 2022

MH - Minimum Housing / OL - Overgrown Lot / JV - Junk Vehicle / JP - Junk Pile (open storage) / AC - Animal Control / ZV - Zoning Violation / Open Red - Open Active Case / Open Yellow - Open Inactive Case / Abated Green - Case Closed & Cleared / Unfounded Blue - No Violation Found, Case Closed / NOV - Notice of Violation / NOH - Notice of Hearing / FOF - Finding of Fact		
ADDRESS	VIOLATION	STATUS
308 Legion St	JP	09/15
518 Railroad St	MH	Still working to find a family member to contact about the property
518 S Main St	JP/JV	Constantly Monitored
111 W Lyerly St	MH	09/15
504 S Salisbury Ave	MH	Burn Scheduled
720 S Salisbury Ave	ZV	Hearing 9/14
1280 Dunns Mtn Rd	ZV	9/20
1190 Summer Ln	MH/JP/JV	9/20
315 N Oak St	MH/OL	Sending out a final notice
225 Hill St	JV	ABATED
344 Brookwood Dr	MH/OL	Sending final notice
720 S Main St	ZV	Hearing 9/07
302 W Peeler St	JV	09/20
341 Brookwood Dr	JP/OL	Hearing 9/14
107 N Walnut St	ZV	ABATED
221 S Oak St	MH	Sending final notice
1207 S Claiborne Rd	OL	ABATED
1211 S Claiborne Rd	OL	ABATED
617 Pine Hill Dr	JV	ABATED
823 Pine Hill Dr	JV	ABATED
722 Pine Hill Dr	JV	ABATED
503 Rown St	JV	ABATED
118 S Walnut	JV	ABATED
0 S Oak St	ZV	ABATED
604 N Salisbury	JV	9/20
315 N Salisbury	JP	Hearing 9/07
106 E Church St	OL	ABATED
114 N Oak St	OL	ABATED



Alliance Code
Enforcement LLC

PROTECTING QUALITY OF LIFE
Monthly Report
Town of Granite Quarry

Updated
September 1, 2022

555 Hummingbird Ln	OL	Property in ETJ but working to get it abated
723 N Salisbury Ave	OL	ABATED
240 N Salisbury Ave	OL	ABATED
702 W Campbell Ave	JP	NOH Prepared
203 E Church St	JP/JV	NOH Prepared
150 Queeners Ct	JP/JV	Property in ETJ but working to get it abated
211 N Oak St	OL	ABATED
411 S Main St	JV	09/15
618 Salisbury	JP	11/23
225 Salisbury	JP	11/23

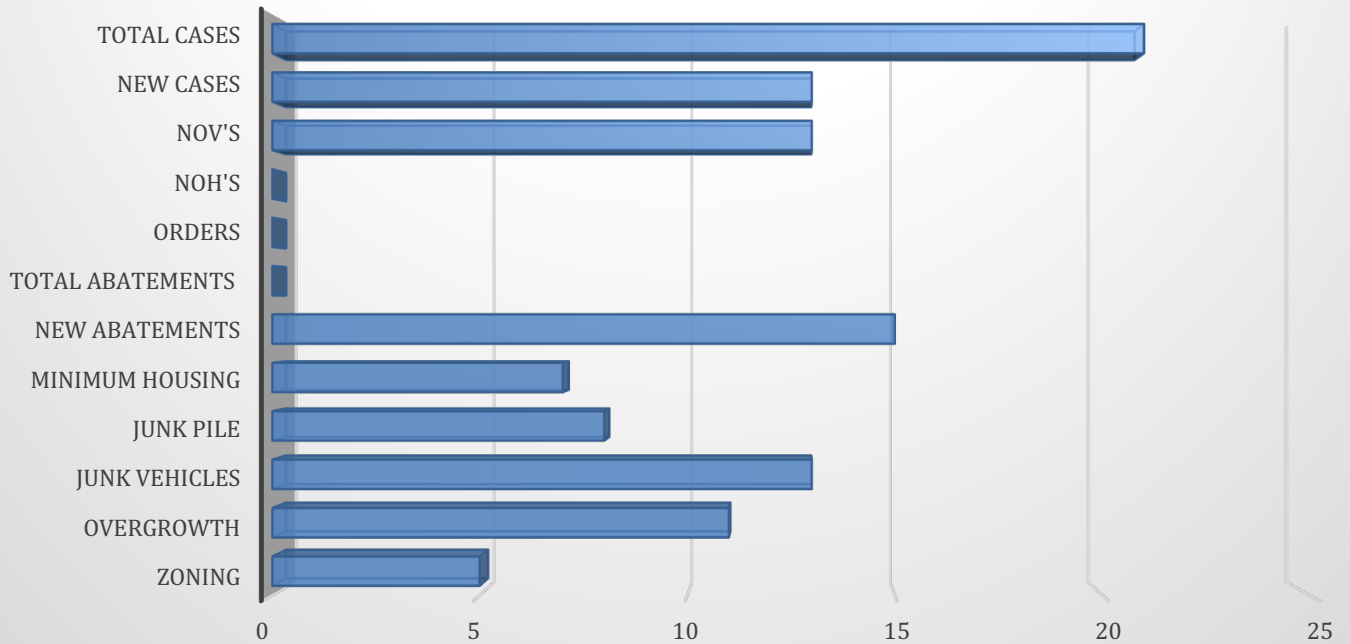


Alliance Code
Enforcement LLC

PROTECTING QUALITY OF LIFE
Monthly Report
Town of Granite Quarry

Updated
September 1, 2022

By the Numbers



	Zoning	Overgrowth	Junk Vehicles	Junk Pile	Minimum Housing	New Abate-ments	Total Abate-ments	Orders	NOH's	NOV's	New Cases	Total Cases
■ Amounts	5	11	13	8	7	15	0	0	0	13	13	21



Finance Department

Breakdown by Department:
As of October 31, 2022

Department	Budgeted	Encumbered	YTD	
Revenues:	<u>3,025,883</u>		<u>1,817,297</u>	<u>60%</u>
Total Revenues:	\$ 3,025,883		\$ 1,817,297	60%
Expenses:				
Governing Body	175,727	49,265	43,903	53%
Administration	621,023	750	160,820	26%
Public Works	341,475	13,740	78,204	27%
Police	910,616	16,880	268,475	31%
Fire	598,990	20,133	198,082	36%
Streets	126,102	-	24,806	20%
Sanitation	175,000	-	58,698	34%
Parks & Recreation	<u>76,950</u>	<u>-</u>	<u>25,268</u>	<u>33%</u>
Total Expenses:	\$ 3,025,883	\$ 100,768	\$ 858,255	32%
Expense to Revenue:				47%

Please see the Budget Vs. Actual Report attached for individual line items

Revenues:					
Account	Budget	YTD	Variance	%	Notes
01-3100-12 Taxes - Budget Year	1,121,777	797,390	(324,387)	71%	1
01-3100-17 Tax Penalties & Interest	3,700	1,285	(2,415)	35%	
01-3101-12 Taxes - Prior Years	7,000	4,266	(2,734)	61%	1
01-3102-12 Vehicle Tax	142,823	44,363	(98,460)	31%	
01-3230-31 Local Option Sales Tax	963,578	340,244	(623,334)	35%	
01-3231-31 Solid Waste Disposal Tax	2,374	522	(1,852)	22%	
01-3316-32 Powell Pave & Patch Funds	89,302	46,002	(43,300)	52%	
01-3322-31 Beer & Wine - State	12,762	-	(12,762)	0%	
01-3324-31 Utilities Franchise Tax	137,447	32,498	(104,949)	24%	
01-3330-84 County First Responders	4,020	1,340	(2,680)	33%	
01-3413-89 Miscellaneous Revenue	2,900	1,438	(1,462)	50%	
01-3431-41 Police Authority Revenue_Faith	146,000	-	(146,000)	0%	
01-3431-45 Police Report Revenue	100	30	(70)	30%	
01-3431-89 Police Miscellaneous	1,100	407	(693)	37%	
01-3451-85 Property Damage Claims	-	2,700	2,700	100%	2
01-3471-51 Environmental Fee Collection	178,500	32,236	(146,264)	18%	
01-3491-41 Subdivision & Zoning Fees	5,500	4,392	(1,108)	80%	
01-3613-41 Parks Miscellaneous	21,000	7,965	(13,035)	38%	
01-3713-33 Sal. Water/Sewer Reimbursement	50,000	-	(50,000)	0%	
01-3831-89 Interest on Investments	3,000	13,271	10,271	442%	3
01-3834-41 Park Shelter Rentals (Maint)	3,750	3,130	(620)	83%	4
01-3835-80 Police Surplus Items Sold	1,350	-	(1,350)	0%	
01-3835-81 Surplus items Sold	1,000	180	(820)	18%	
01-3837-31 ABC Net Revenue-Co.	11,400	3,681	(7,719)	32%	
01-3982-96 Transfer In - ARPA Fund	-	479,958	479,958	100%	
01-3991-99 Fund Balance Appropriated	115,500	-	(115,500)	0%	5
	3,025,883	1,817,297	(1,208,586)	60%	

Notes:

- 1 A majority of Ad Valorem Taxes are received in the first few months of the fiscal year
- 2 Storm damage to Lake Park fence covered by insurance
- 3 Invested a large amount into the NC Capital Management Trust
- 4 Includes GQ Civitans annual rental fee of \$1,200
- 5 Rowan County Fire Dept .25 Cent Appropriation (\$50,000) allocated in 01-4340-29 and CLUP/UDO (\$65,500)

Governing Body:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4110-02 Mayor/Aldermen Salary	18,745	-	1,003	17,742	5%	
01-4110-09 FICA Expense	1,434	-	77	-	5%	
01-4110-14 Insurance - Workers Comp	50	-	36	14	72%	6
01-4110-18 Professional Services	85,500	49,125	27,996	8,379	90%	7
01-4110-26 Office Expense	900	-	164	736	18%	
01-4110-31 Training & Schools	900	-	210	690	23%	
01-4110-40 Dues & Subscriptions	13,565	140	11,060	2,365	83%	
01-4110-45 Insurance & Bonds	1,814	-	1,814	-	100%	6
01-4110-60 Special Projects	24,438	-	1,443	22,995	6%	
01-4110-61 Grants - Nonprofit Grant Program	350	-	100	250	29%	
01-4110-97 General Fund Contingency	28,031	-	-	28,031	0%	
	175,727	49,265	43,903	82,559	53%	

Notes:

- 6 Paid once annually at the beginning of the Fiscal Year
- 7 Annual audit complete, CLUP/UDO encumbered

Administration:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4120-00 Salaries - Regular	292,500	-	77,552	214,948	27%	
01-4120-03 Salaries - Longevity	850	-	-	850	0%	
01-4120-07 401K Expense	14,625	-	3,878	10,747	27%	
01-4120-09 FICA Expense	22,442	-	5,810	16,632	26%	
01-4120-10 Retirement Expense	35,584	-	9,407	26,177	26%	
01-4120-11 Group Insurance	37,000	-	11,467	25,533	31%	
01-4120-14 Insurance - Workers Comp	500	-	435	65	87%	8
01-4120-17 Insurance – HRA/Admin Cost	1,200	-	400	800	33%	
01-4120-18 Professional Services	81,500	-	20,713	60,787	25%	
01-4120-22 Banquet Expense	1,700	-	-	1,700	0%	
01-4120-26 Office Expense	9,500	250	1,439	7,811	18%	
01-4120-31 Training & Schools	7,000	500	2,150	4,350	38%	
01-4120-32 Telephone/Communications	4,500	-	1,099	3,401	24%	
01-4120-33 Utilities	4,800	-	1,425	3,375	30%	
01-4120-34 Printing	6,000	-	1,823	4,177	30%	
01-4120-37 Advertising	3,000	-	363	2,637	12%	
01-4120-40 Dues & Subscriptions	3,300	-	505	2,795	15%	
01-4120-44 Contracted Services	19,500	-	9,267	10,233	48%	
01-4120-45 Insurance & Bonds	5,200	-	5,177	23	100%	8
01-4120-62 Committees - CAC	700	-	56	644	8%	
01-4120-68 Tax Collection	16,775	-	7,387	9,388	44%	9
01-4120-71 Water Line - Principal	51,536	-	-	51,536	0%	
01-4120-72 Water Line - Interest	1,311	-	467	844	36%	
	621,023	750	160,820	459,453	26%	

Notes:

- 8 Paid once annually at the beginning of the Fiscal Year
- 9 Percentage of Ad Valorem Taxes, highest collections in the first few months of the fiscal year

Public Works:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4190-00 Salaries - Regular	134,500	-	28,835	105,665	21%	
01-4190-02 Salaries - Part-Time	45,000	-	12,155	32,845	27%	
01-4190-03 Salaries - Longevity	1,150	-	-	1,150	0%	
01-4190-07 401K Expense	6,725	-	1,442	5,283	21%	
01-4190-09 FICA Expense	13,820	-	3,136	10,684	23%	
01-4190-10 Retirement Expense	16,455	-	3,490	12,965	21%	
01-4190-11 Group Insurance	25,500	-	5,354	20,146	21%	
01-4190-14 Insurance - Workers Comp	6,500	-	6,257	243	96%	10
01-4190-20 Motor Fuel	16,500	-	4,138	12,363	25%	
01-4190-21 Uniforms	1,600	-	560	1,040	35%	
01-4190-24 Maint & Repair - Bldgs/Grounds	23,300	12,300	2,375	8,625	63%	11
01-4190-25 Maint & Repair - Vehicles	4,500	-	176	4,324	4%	
01-4190-29 Supplies & Equipment	11,000	-	2,181	8,819	20%	
01-4190-31 Training & Schools	250	-	-	250	0%	
01-4190-32 Telephone/Communications	850	-	185	665	22%	
01-4190-33 Utilities	3,500	-	771	2,729	22%	
01-4190-34 Printing	25	-	3	22	12%	
01-4190-35 Maint & Repairs - Equipment	8,000	900	1,332	5,768	28%	
01-4190-40 Dues & Subscriptions	200	-	50	150	25%	
01-4190-44 Contracted Services	17,500	540	1,201	15,759	10%	
01-4190-45 Insurance & Bonds	4,600	-	4,563	37	99%	10
	\$341,475	13,740	78,204	249,531	27%	

Notes:

- 10 Paid once annually at the beginning of the Fiscal Year
- 11 Storm damage to Lake Park fence reimbursed by insurance, Board Room and Town Hall front doors

Police:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4310-00 Salaries - Regular	494,750	-	138,103	356,647	28%	
01-4310-02 Salaries - Part-Time	5,000	-	803	4,198	16%	
01-4310-03 Salaries - Longevity	2,550	-	-	2,550	0%	
01-4310-07 401K Expense	24,738	-	6,905	17,833	28%	
01-4310-09 FICA Expense	38,426	-	10,895	27,531	28%	
01-4310-10 Retirement Expense	64,848	-	18,009	46,839	28%	
01-4310-11 Group Insurance	91,111	-	25,287	65,824	28%	
01-4310-14 Insurance - Workers Comp	10,278	-	9,613	665	94%	12
01-4310-20 Motor Fuel	36,000	-	10,108	25,892	28%	
01-4310-21 Uniforms	4,400	1,280	1,329	1,791	59%	
01-4310-25 Maint & Repair - Vehicles	6,000	-	3,074	2,926	51%	
01-4310-26 Office Expense	1,500	-	207	1,293	14%	
01-4310-29 Supplies & Equipment	16,890	600	10,678	5,612	67%	
01-4310-31 Training & Schools	5,500	-	1,504	3,996	27%	
01-4310-32 Telephone/Communications	8,000	-	2,455	5,545	31%	
01-4310-33 Utilities	1,725	-	507	1,218	29%	
01-4310-34 Printing	1,000	-	227	773	23%	
01-4310-35 Maint & Repair - Equipment	2,000	-	-	2,000	0%	
01-4310-40 Dues & Subscriptions	3,650	-	1,151	2,499	32%	
01-4310-44 Contracted Services	23,250	-	13,619	9,631	59%	13
01-4310-45 Insurance & Bonds	14,000	-	14,000	-	100%	12
01-4310-54 Cap Outlay - Vehicles	50,000	15,000	-	35,000	30%	14
01-4310-55 Cap Outlay - Equipment	5,000	-	-	5,000	0%	
	910,616	16,880	268,475	625,261	31%	

Notes:

- 12 Paid once annually at the beginning of the Fiscal Year
- 13 Includes annual attorney contract and CAD system user fees paid once at the beginning of the Fiscal Year
- 14 Vehicle upfit encumbered

Fire:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4340-00 Salaries - Regular	134,000	-	41,726	92,274	31%	
01-4340-02 Salaries - Part-Time	225,000	-	66,695	158,305	30%	
01-4340-03 Salaries - Longevity	2,200	-	-	2,200	0%	
01-4340-07 401K Expense	7,645	-	2,369	5,276	31%	
01-4340-09 FICA Expense	27,632	-	8,218	19,414	30%	
01-4340-10 Retirement Expense	18,813	-	5,758	13,055	31%	
01-4340-11 Group Insurance	28,000	-	8,313	19,687	30%	
01-4340-14 Insurance - Workers Comp	9,000	-	8,912	88	99%	15
01-4340-17 Firemen's Pension Fund	1,800	-	160	1,640	9%	
01-4340-20 Motor Fuel	8,000	-	2,709	5,291	34%	
01-4340-21 Uniforms	3,000	900	40	2,060	31%	
01-4340-25 Maint & Repair - Vehicles	16,000	-	15,528	472	97%	16
01-4340-26 Office Expense	150	-	104	46	70%	
01-4340-29 Supplies & Equipment	74,000	19,233	21,712	33,054	55%	17
01-4340-31 Training & Schools	2,500	-	661	1,839	26%	
01-4340-32 Telephone/Communications	4,500	-	1,416	3,084	31%	
01-4340-33 Utilities	6,300	-	1,889	4,411	30%	
01-4340-34 Printing	275	-	60	216	22%	
01-4340-35 Maint & Repair - Equipment	6,500	-	546	5,954	8%	
01-4340-40 Dues & Subscriptions	3,675	-	319	3,356	9%	
01-4340-44 Contracted Services	10,000	-	1,413	8,587	14%	
01-4340-45 Insurance & Bonds	10,000	-	9,532	468	95%	15
	598,990	20,133	198,082	380,775	36%	

Notes:

- 15 Paid once annually at the beginning of the Fiscal Year
- 16 Intake relief valves on E571, R57 valves and A/C Repair, Preventative Maintenance
- 17 Rescue 57 items - Fire Stipend, Turn Out Gear encumbered

Streets:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4510-18 Professional Services	1,000	-	877	123	88%	18
01-4510-29 Supplies & Equipment	6,850	-	-	6,850	0%	
01-4510-39 Maint & Repair	10,000	-	5,500	4,500	55%	19
01-4510-55 Cap Outlay - Equipment	7,160	-	7,160	-	100%	20
01-4510-71 Debt Service - Principal	50,000	-	-	50,000	0%	
01-4510-72 Debt Services - Interest	7,225	-	-	7,225	0%	
01-4510-99 Unappropriated Fund Balance	7,067	-	-	7,067	0%	
01-4511-33 Utilities - Street Lights	36,500	-	11,270	25,230	31%	
01-4511-58 Cap Outlay - Bldg/Infrastructure	300	-	-	300	0%	
	126,102	-	24,806	101,296	20%	

Notes:

- 18 Powell Bill maps paid for once annually
- 19 Timber Run sink hole repair encumbered
- 20 Snow Plow

Sanitation:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4710-44 Contracted Services	175,000	-	58,698	116,302	34%	
	175,000	-	58,698	116,302	34%	

Notes:

Parks & Rec:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-6130-24 Maint & Repair - Bldgs/Grounds	26,000	-	9,531	16,469	37%	
01-6130-29 Supplies & Equipment	8,400	-	1,568	6,832	19%	
01-6130-32 Telephone/Communications	1,650	-	55	1,595	3%	
01-6130-33 Utilities	16,900	-	4,443	12,457	26%	
01-6130-44 Contracted Services	1,500	-	-	1,500	0%	
01-6130-62 Committees - PERC	22,500	-	9,671	12,829	43%	
	76,950	-	25,268	51,682	33%	

Notes:

FEMA Granite Lake Project						
Account	Budget	Encum.	YTD	Variance	%	Notes
<u>Revenues:</u>						
04-3613-26 FEMA Grant	576,286	-	502,170	74,116	87%	
04-3613-36 NC DEM Grant	192,095	-	167,390	24,705	87%	
Total Revenues:	768,381	-	669,560	(98,821)	87%	
<u>Expenses:</u>						
04-6130-18 Professional Services	174,250	8,213	166,037	-	100%	21
04-6130-69 Cap Outlay - Construction	547,619	-	503,524	44,095	92%	22
04-6130-97 Contingency	46,512	-	-	46,512	0%	
Total Expenses:	768,381	8,213	669,560	90,607	88%	

Notes:

- 21 Awaiting final engineering invoices, entire engineering services contract encumbered
- 22 Final amounts for construction

ARPA FUND						
Account	Budget	Encum.	YTD	Variance	%	Notes
<u>Revenues:</u>						
07-3301-23 ARPA Funds	959,917	-	959,917	-	100%	23
Total Revenues:	959,917	-	959,917	-	100%	
<u>Expenses:</u>						
07-4110-61 Grant Related Expenditures	959,917	-	959,917	-	100%	23
Total Expenses:	959,917	-	959,917	-	100%	

Notes:

- 23 Project complete and 100% of funds are unrestricted. GPO will be closed out upon Audit completion.

Interest on Investments by Month FY 2022-2023

Acct#	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Interest YTD	Invested Balance
Certificates of Deposits:														
XX7779	418.18	432.13	432.13	-	-	-	-	-	-	-	-	-	1,282.44	Matured
	418.18	432.13	432.13	-	-	-	-	-	-	-	-	-	\$ 1,282.44	\$ -
Money Market Accounts:														
XX9011	126.75	124.59	49.98	38.52	-	-	-	-	-	-	-	-	339.84	153,052.48
XX1186	5.32	5.32	5.49	11.51	-	-	-	-	-	-	-	-	27.64	62,672.04
ARPA	19.23	28.76	-	-	-	-	-	-	-	-	-	-	47.99	Closed
	151.30	158.67	55.47	50.03	-	-	-	-	-	-	-	-	\$ 415.47	\$ 215,724.52
NC Capital Management Trust:														
XX4319	65.72	396.81	4,372.14	6,738.04	-	-	-	-	-	-	-	-	11,572.71	2,762,617.61
	65.72	396.81	4,372.14	6,738.04	-	-	-	-	-	-	-	-	\$ 11,572.71	\$ 2,762,617.61
Totals													\$ 13,270.62	\$ 2,978,342

Total Invested Balance		\$ 2,978,342
Cash Balance (As of 10/31/22)		\$ 424,456
Minus Outstanding Transactions (As of 10/31/22)		\$ (48,033)
Total Reconciled Cash Balance		\$ 376,423
Total Available Funds		\$ 3,354,765

Agenda Item Summary

Regular Monthly Meeting

November 14, 2022

Agenda Item **2D**

ZBA Appointment Recommendation

Summary

The Zoning Board of Adjustment reviewed the application of Shellie Stubbs at its 10/17/2022 meeting and recommended that she be appointed to the ETJ Seat with the term expiration to 7/31/2025.

Attachments

- Clerk Application Summary
- Application of Shellie Stubbs

Action Requested:

Motion to appoint Shellie Stubbs to the Zoning Board of Adjustment's ETJ Seat with the term expiration to 7/31/2025.

Motion Made By:	
Jim Costantino	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Doug Shelton	<input type="checkbox"/>
Jeff Cannon	<input type="checkbox"/>
Second By:	
Jim Costantino	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Doug Shelton	<input type="checkbox"/>
Jeff Cannon	<input type="checkbox"/>
For:	
Jim Costantino	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Doug Shelton	<input type="checkbox"/>
Jeff Cannon	<input type="checkbox"/>
Against:	
Jim Costantino	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Doug Shelton	<input type="checkbox"/>
Jeff Cannon	<input type="checkbox"/>
In case of tie:	
Mayor Brittany Barnhardt	
For	<input type="checkbox"/>
Against	<input type="checkbox"/>

SUMMARY

TO: Zoning Board of Adjustment; Board of Aldermen
FROM: Town Clerk Aubrey Smith
RE: **Summary of Application Review**
DATE: 9/14/2022



The current Committee Membership Recruiting and Appointment Policy, adopted by the Board of Aldermen 9/8/2020, directs the Clerk to conduct an administrative review of an application, comparing with:

- Any ordinance requirements for qualifications;
- The current compositions of the applicable committee's membership for diversity of backgrounds and residence locations with a goal of fair representation of the town's jurisdiction.

Ordinance Requirements

UDO 15.5.1 Establishment.

- A. A zoning Board of Adjustment is hereby established. This board shall consist of 7 members as follows:
1. Four (4) members shall reside within the municipal corporate limits and shall be appointed by the Town Board of Aldermen;
 2. Three (3) members shall reside within the town's one-mile extraterritorial jurisdictional area and shall be appointed by the Rowan County Board of Commissioners.
 3. The members of the zoning Board of Adjustment already serving on the board prior to the passage of this amended section shall be considered as the four members appointed by the Town Board of Aldermen, and each of these members shall serve the balance of the term to which such member was appointed.
- B. Extraterritorial board members, like in-town board members, shall serve for staggered terms of three years. Initial appointment of extraterritorial board members shall be as follows:
1. Two members for terms of three years each;
 2. One member for a term of two years.
- C. The three (3) extraterritorial board members shall have equal rights, privileges, and duties as the four in-town board members in all matters.
- D. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall serve without pay but may be reimbursed for the expenses incurred while representing the board.

The current Zoning Board of Adjustment membership consists of the following:

- 4 filled Town seats* 0 Vacant Town seats **1 member wanting to be replaced*
- 1 filled ETJ seat 2 vacant ETJ seats

Diversity of Backgrounds

- Ms. Stubbs is a realtor with experience as a business owner.

The backgrounds of the other Zoning Board of Adjustment members include:

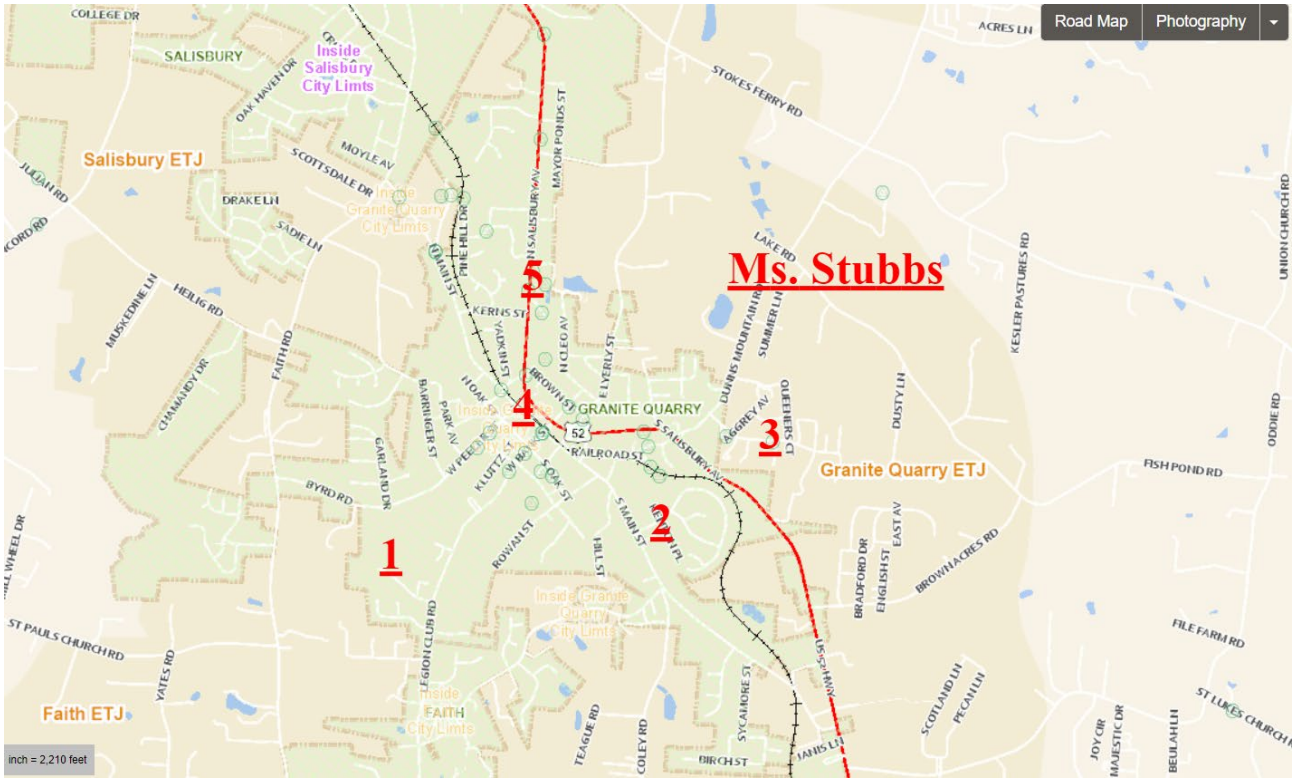
- Customer Service / Clerk to a Board
- Teacher (retired)
- Management Accounting (Retired)
- Teacher (retired)
- Minister

Diversity of Geographical Representation

- Ms. Stubbs is a resident of the Town’s ETJ and lives on Fish Pond Road.

The residences of the current Zoning Board of Adjustment members are located on the following streets:

- 1) Veronica Lane
- 2) Kenton Place
- 3) White Rock Avenue
- 4) North Main Street
- 5) North Salisbury Avenue





P.O. Box 351
 Granite Quarry, NC 28072-0351
 704-279-5596
www.granitequarrync.gov

BOARDS AND COMMITTEES APPLICATION

NAME Shellie Eagle Stubbs

PHYSICAL ADDRESS 4030 Fish Pond Rd Salisbury
 ZIP _____

MAILING ADDRESS _____
 ZIP 28146

PHONE 704-245-4139 PHONE (business or cell) _____

EMAIL shellie@tmrrealtyinc.com

OCCUPATION Realtor

ARE YOU CURRENTLY SERVING ON A GRANITE QUARRY BOARD OR COMMITTEE Yes No

IF SO, PLEASE PROVIDE THE NAME OF THE BOARD OR COMMITTEE

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS OR COMMITTEES IN ORDER OF PREFERENCE *(please number up to three applicable committees)*

<input type="checkbox"/> Community Appearance Commission	<input type="checkbox"/> Planning Board
<input type="checkbox"/> Revitalization Team	<input checked="" type="checkbox"/> Zoning Board of Adjustment
<input type="checkbox"/> Parks, Events, and Recreation Committee	

WORK EXPERIENCE *(List your four most recent employment experiences, listing present or most recent first)*

Dates	Company Name/Location	Position	Job Description
7-19/present	TMR Realty/Faith		Realtor
2-18/7-19	Keller Williams/Indian Land		Realtor

11-19/Present	Oxford+Lee/Salisbury		Co-owner

EDUCATION (*List your three most recent educational experiences, listing present or most recent first*)

Educational Institution/School	Degree Received	Area(s) of Study
RCCC	Certificate for Real Estate Agent	Real Estate
RCCC	Certificate for Real Estate Agent	Classes 101,102 and 103
National Association of Realtors	Pricing Strategy Analyst	Real Estate

WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?

Being a trustworthy and dependable business women with some knowledge of what is happening within our jurisdiction after living here for 30 years, for this, my heart is in it. This may not always be good however I will be bringing strong opinions and concerns for the sake of Granite Quarry and its people.

I look forward to hearing from you all and the possibility of working with some of you.

BOARDS/ COMMITTEES ON WHICH YOU HAVE SERVED (*LIST MUNICIPALITIES AND DATES*)

None

EVER CONVICTED OF A FELONY Yes No If yes, state details: _____

I affirm that I understand this application may be considered a public record and as such, portions may be subject to release under North Carolina General Statute Chapter 132, Public Records. I certify that the facts contained in this application are true and correct to the best of my knowledge. I agree that by my submission of this application form, I shall be deemed to have affixed my signature hereto.

Signature

Shellie Eagle Stubbs

Date _____ Monday, August 22,
2022 _____

FOR OFFICE USE ONLY

Application Received: _____

Meeting Date & Time: _____

Confirmation Date: _____

Term Ending: _____

Town of Granite Quarry
Town Manager's Report
November 2022



1. **Waste Management route change (attached).** Our continued growth in developments and infill construction has finally pushed us past a single route capacity. WM plans to break town pickup into two routes beginning ~mid-January. I'll go over their preliminary plans at the meeting.
2. **Audit.** Local Government Commission approved our annual financial audit. Copies have been provided to Board members with plenty of time to review before the Auditor makes his presentation at the December meeting. Big accomplishments this year in how well we have continued developing our internal controls and financial systems.
3. **Annexation/Growth Agreements discussion.** We continued growth planning discussions with Salisbury, drilling down on opportunities, property inventories, infrastructure, stakeholder identities, and ultimately levels of service deliver-ability for specific areas since that is of course our (local governments) primary reason for existing. Rick Flowe (N-Focus) joined PWD/FD Chief and me & offered very good insights through discussions. Draft mapping from those discussions is underway.
4. **Granite Fest.** Vendor participation was up, overall attendance appeared to be down some but majority of feedback was positive. The number of events all around our area post-pandemic has continued to increase, and of course many people's schedules are busier than ever.
5. **CLUP/UDO project.** All the prep work with materials and scheduling so far has gone smoothly. Rick Flowe (N-Focus) kicked off the project at the Planning Board meeting. Everyone has homework to read through prior to the next (December 5) meeting.
6. **Planning.**
 - A. **Development applications & ordinance interpretations.** The "Site Plan Reviews" conflict discussion from several months ago continues with 3 pending development inquiries/applications ("Woodville", "817 N Salisbury", and "Rufty-Sifford Heirs" proposed developments and/or rezonings). Our contract planner has continued getting legal and practical advice through SOG and senior N-Focus expertise (especially Rick Flowe) on how we proceed. There is still confusion, so Rick will be taking a more active role to help get us through these processes.
 - B. **Contract staffing.** One such measure is assigning us a different lead planner who has more expertise specifically in municipal/urban technical planning issues. We have kept N-Focus up to speed on our UDO & other challenges here along the way, but the feedback specifically from their contract planners on the ground has helped them identify that even higher need here.
 - C. **Support.** Aubrey and I especially have stepped up even more for the time being between days our contract planner is here, helping where we can to keep projects, reviews and inquiries moving forward (e.g., project/inquiry tracking, preparing background materials, etc.).
 - D. **Internal planner position.** We of course continue recruiting for the permanent position as well. Two more applicants reviewed, one of which in consideration at time of report.

7. **Committee / Group Reports.**

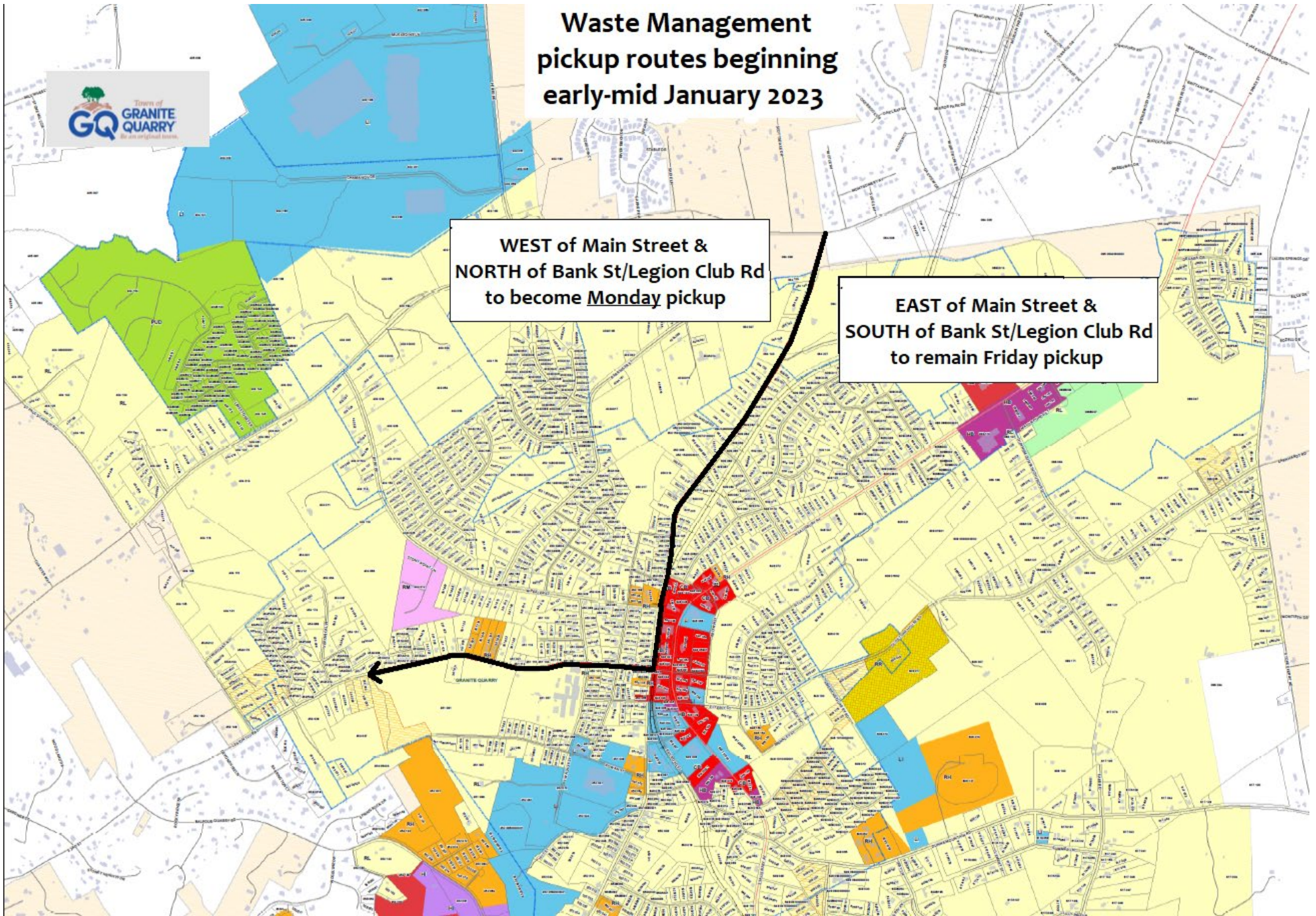
- A. **Community Appearance Commission.** Did not meet October 13 due to lack of a quorum.
- B. **Parks, Events, and Recreation Committee.** Did not meet October 17 due to lack of a quorum.
- C. **Revitalization Team.** October 18 meeting was cancelled.
- D. **MPO Technical Coordinating Committee.** Met October 19.
A subcommittee met in lieu of the regular TCC meeting to field questions about Transportation Alternatives Program (TAP) funds from project sponsors.
- E. **Centralina Regional Managers Meeting.** Met October 19.
- Dr. DeHart-Davis, Director of Local Government Workplaces Initiative held a session on Recruiting and Retaining Great Local Government Employees.
 - Reviewed Cabarrus County's Workplace Survey as a retention initiative, which is underway.
 - Centralina is developing a library of HR-related resources.
- F. **Rowan Municipal Association.** Met October 27.
We had 41 RSVP and 35 actually attend. Speaker Kelly Potts, Rowan Paramedic, did an excellent job speaking to opioid and other addiction crises.



Waste Management pickup routes beginning early-mid January 2023

WEST of Main Street & NORTH of Bank St/Legion Club Rd to become Monday pickup

EAST of Main Street & SOUTH of Bank St/Legion Club Rd to remain Friday pickup



Agenda Item Summary

Regular Meeting
November 14, 2022
Agenda Item 5

Summary:

Attached is the Strategic Goal-Setting draft presented to the Board in October with the formatting suggestions updated.

Attachment:

- Strategic Goals with Updated Core Values

Action Requested:

Motion to adopt the final Strategic Goal-Setting document as presented.

Strategic Goals – Core Values

Motion Made By:

Jim Costantino
John Linker
Doug Shelton
Jeff Cannon

Second By:

Jim Costantino
John Linker
Doug Shelton
Jeff Cannon

For:

Jim Costantino
John Linker
Doug Shelton
Jeff Cannon

Against:

Jim Costantino
John Linker
Doug Shelton
Jeff Cannon

In case of tie:

Mayor Brittany Barnhardt

For
Against

2022-2023 Strategic Goal-Setting



Vision, Values, and Strategic Goal-Setting





Vision

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



Core Values

“GQ SOLID”

Growth

Quality

Streamline Communication

Operate with Accountability

Lead with Honesty & Integrity

Implement Teamwork

Demonstrate Enthusiastic Engagement

Our Core Values

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

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

Goal Statements



Growth

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

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



Parks & Recreation

Enhance and advance Town parks and recreational opportunities

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



Economic Development

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

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



Community Engagement / Communications

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

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



Growth – Quality Growth, Quality of Life

Goal:

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

Strategy:

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

Initiatives:

^ Implementation strategy ◇ *Indicator of Progress*

Enhance development regulations and incentives where possible

^ Update Land Use Plan and Unified Development Ordinance

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

◇ *CLUP / UDO updates substantially completed*

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

Ensure high-quality planning services and quality of life

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

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

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

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

Ensure high-quality public safety services and safe neighborhoods

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

^ Unfreeze PD officer position

^ Continue PD risk review & state accreditation process

^ Maintain ISO Class 1 FD rating

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

◇ *Staff the unfrozen PD position*

◇ *NCLM risk review completed; state accreditation underway*

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

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

^ Maintain competitive pay & benefits, professional training and development

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

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



Parks & Recreation

Goal:

Enhance and advance Town parks and recreational opportunities

Strategy:

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

Initiatives:

^ Implementation strategy ◇ *Indicator of Progress*

Begin implementing Master Plans

- ^ Incorporate Parks & Rec and Bike & Ped Master Plans into the CLUP update if possible
- ^ Determine organizational model(s) and/or partnerships available to best implement the Master Plan initiatives (e.g., Steering Committee, “Friends of the Park” or other public-private partnerships); and/or
- ^ Seek interlocal opportunities with Rowan County and City of Salisbury Parks Departments, etc
- ◇ *Organizational model(s) to implement plans determined & approved*
- ◇ *Interlocal partnership opportunities pursued*

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

- ^ Pursue Fisher-Turner property acquisition and Coughenour land swap opportunities at Civic Park
- ^ Upgrade cameras/wireless system in Civic and Lake Parks
- ^ Plan ARPA funds, seek partnership and additional funding opportunities for transformational improvements
- ◇ *Prioritized Civic Park acquisitions pursued*
- ◇ *Priority plan projects identified for PARTF, etc grants and upcoming budgets*
- ◇ *PARTF application Spring 2023*

Signature Event

- ^ Continue to grow Granite Fest as the Town’s high quality, annual signature event
- ◇ *Continue debriefs and evaluation of Granite Fest organization model, ways to potentially improve each year*
- ◇ *Increased volunteer participation, community attendance and positive feedback of event (within areas of influence and control of course – i.e., not weather, etc)*



Economic Development

Goal:

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

Strategy:

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

Initiatives:

^ Implementation strategy ◇ *Indicator of Progress*

Downtown Master Plan (DMP)

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

Explore downtown improvements

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

Industrial Park opportunities

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

Growth/expansion opportunities

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



Community Engagement / Communications

Goal:

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

Strategy:

Streamline information flow both internally and by informing and engaging stakeholders

Initiatives:

^ Implementation strategy ◇ *Indicator of Progress*

Internal Communication

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

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

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

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

^ Continue website news updates, electronic sign messages

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

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

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

Engage the community

^ Identify and recruit neighborhood captains / community partners

^ Identify and recruit qualified committee volunteers

^ Conduct community surveys on town interests and issues

◇ *Network of “Captains”/partners established*

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

◇ *Increased # of identified volunteer recruits*

◇ *At least one community survey developed and conducted*

Agenda Item Summary

Regular Meeting
November 14, 2022
Agenda Item 6

Flail Mower

Summary:

At the October 10th Board meeting, two Budget Amendment (BA) options were presented for the purchase of a \$4,450 flail mower:

- MAINT DEPT Option transferred \$4450 from Fund Balance Appropriated to Maintenance Dept’s Supplies and Equipment line item.
- PB Option transferred funds within line items of the Streets-Powell Bill Dept to facilitate the purchase.

Staff requested and the Board approved the Powell Bill Option for BA #2. Since then it has been determined that the flail mower could not be used along some of the routes it was intended if purchased by PB. We therefore respectfully request the Board consider reversing BA#2 from last month and instead moving forward with purchase through the Maintenance Dept Option (BA#2B attached).

Attachment:

- Budget Amendment FY 22-23 #2B

Action Requested:

Motion to approve Budget Amendment #2B as presented.

Motion Made By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Second By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

For:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Against:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

In case of tie:

Mayor Brittany Barnhardt

- For
- Against

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

November 14, 2022

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

General Fund – Fund 01 – Reversal of BA #2

Expenses:

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

PURPOSE (con't): and increase Fund Balance Appropriated (01-3991-99) and Public Works - Supplies & Equipment (01-4190-29) by \$4,450 for the purchase of a Flail Mower.

General Fund – Fund 01 – BA #2B

Revenues:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-3991-99	Fund Balance Appropriated	\$ 4,450
Total Increase/Decrease:		\$ 4,450

Expenses:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-4190-29	Public Works – Supplies & Equipment	\$ 4,450
Total Increase/Decrease:		\$ 4,450

The above Budget Amendment was approved / denied by the Manager or Board on _____.

Brittany H. Barnhardt, Mayor

Shelly Shockley, Finance Officer

SUMMARY

TO: Board of Aldermen
FROM: Town Manager
RE: **Longevity Pay**
DATE: 11/14/2022



Funding for projected longevity pay was adopted within the FY22-23 budget. The Board reserves consideration for actually authorizing the *expenditure* of these funds until the November meeting; partly for ceremonial purposes, but also to consider current overall conditions before giving any final approval.

Recommended Action:

Motion to approve Longevity Pay for the FY22-23.

Agenda Item Summary

Regular Meeting

November 14, 2022

Agenda Item 8

Summary:

As we have continued to improve upon our finance policies it is imperative that the Town establish goals to improve and maintain fiscal responsibility by defining the minimum level of Unassigned Fund Balance required annually in order to provide sufficient financial flexibility to meet future obligations, enhance the financial position of the Town, plan for contingencies in the event of an emergency, and to ensure adequate cash flow.

Attachments:

- Resolution 2022-09
- *Draft* Fund Balance Policy 2022-09

Action Requested:

Motion to adopt Resolution 2022-09 to adopt a Town Fund Balance Policy.

Fund Balance Policy

Motion Made By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Second By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

For:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Against:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

In case of tie:

Mayor Brittany Barnhardt

- For
- Against



RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, TO ADOPT A FUND BALANCE POLICY

WHEREAS, The Town of Granite Quarry has a responsibility to provide taxpayers with reasonable assurance that government finances are adequately controlled; and

WHEREAS, improving and maintaining fiscal responsibility is a priority to the Town; and

WHEREAS, it is necessary for the Town to establish guidelines for preserving an adequate fund balance in the Town of Granite Quarry General Fund in order to provide sufficient financial flexibility to meet future obligations, enhance the financial position of the Town, plan for contingencies in the event of an emergency, and to ensure adequate cash flow; and

WHEREAS, the Town staff and Board of Aldermen recognize that it is essential to maintain adequate unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances; and

WHEREAS, the Board of Aldermen of the Town of Granite Quarry feels it is necessary to have firm guidelines in place to detail the Town's handling of funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Granite Quarry that the attached Fund Balance Policy is hereby adopted.

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

Brittany H. Barnhardt, Mayor

ATTEST:

Aubrey Smith, Town Clerk



2022-09

FUND BALANCE POLICY

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VI. EXPENDITURE OF FUNDS.....	4

I. PURPOSE

For the purposes of:

- 1.1 Improving and maintaining fiscal responsibility as required under the Local Government Budget and Fiscal Control Act.
- 1.2 Defining the minimum level of Unassigned Fund Balance required annually within the General Fund.
- 1.3 Establishing guidelines for preserving an adequate fund balance in the Town of Granite Quarry General Fund in order to provide sufficient financial flexibility to meet future obligations, enhance the financial position of the Town, plan for contingencies in the event of an emergency, and to ensure adequate cash flow.

II. DEFINITIONS

- 2.1 Fund Balance - the measurement of available financial resources. The sum of total assets minus total liabilities within a fund.
- 2.2 In accordance with GASB (Governmental Accounting Standards Board) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, fund balance will be classified as follows:
 - Nonspendable - Amounts not in a spendable form or that are required to be maintained intact. Examples include inventory and prepaid items.
 - Restricted - Amounts that can be spent only for the specific purposes stipulated by external resource providers, constitutional provisions, or through enabling legislation. Examples include grants, Powell Bill Funds, and debt proceeds.
 - Committed - Amounts that can be used only for specific purposes determined by a formal action of the Town's highest level of decision-making authority which is the Board of Aldermen. Commitments may be changed or lifted only by the Board of Aldermen taking the same formal action that imposed the commitment originally. Examples include Board Resolutions.
 - Assigned - Amounts intended to be used by the Town for specific purposes. Intent can be expressed by the Board in the form of a budget appropriation. Examples include normal budget appropriations and capital projects.
 - Unassigned – Amounts available for appropriation for public purposes. Unassigned Fund Balance is the residual classification of the General Fund and includes all amounts not contained in other classifications.

The last three classifications, Committed, Assigned and Unassigned, together comprise "Unrestricted Fund Balance." The constraints placed upon Committed and Assigned are self-imposed and constraints can be removed to make fund balances available for other purposes.

III. OBJECTIVES

- 3.1 The Town staff and Board of Aldermen recognize that it is essential to maintain adequate unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.
- 3.2 The fund balance also provides cash flow liquidity for the Town's operations and increases the potential for investment income.
- 3.3 Ample fund balance enhances short-term and long-term financial credit by helping to achieve the highest credit and bond ratings possible to provide the Town the ability to borrow at the lowest possible rate.
- 3.4 A fund balance policy promotes long-term financial stability by establishing clear and consistent guidelines.
- 3.5 Adequate unassigned fund balance will provide funding flexibility during unanticipated emergencies and natural disasters.

IV. GUIDELINES

- 4.1 The North Carolina Local Government Commission, which is charged with the oversight of the fiscal health of North Carolina cities and counties, recommends that a minimum of eight percent (8%) of annual budgeted expenditures be maintained for unassigned fund balance. Higher levels may be set based on the current operating needs of the Town and the individual fund and future funding needs.
- 4.2 The Town of Granite Quarry commits to maintain reserves required by law, ordinance, and/or bond covenants.
- 4.3 The Granite Quarry Board of Aldermen hereby establishes a goal for unassigned fund balance for the General Fund of 50% of budgeted expenditures. This sets the goal for the General Fund at a minimum of approximately six months of the next fiscal year's annual budgeted expenditures. The Town will adjust this goal as appropriate, based upon the recommendation from the NC Local Government Commission and any change in the Town's financial outlook.
- 4.4 In the event that unassigned fund balances are available over and beyond the targeted range, those funds may be transferred to capital project funds or capital reserve funds or used for other one-time, non-recurring, expenditures at the discretion of the Board of Aldermen.
- 4.5 All expenditures made using appropriations from fund balance require Board of Aldermen approval unless previously authorized by the Board for expenditure within the Town's annual budget.
- 4.6 The Board of Aldermen may, from time to time, appropriate fund balance reducing unassigned fund balance below the minimum fifty percent (50%) goal in the General Fund for the purpose of a declared fiscal emergency or other such global purposes as to protect the long-term fiscal security of the Town. In such circumstances, the Board of Aldermen will adopt a plan to restore the unassigned fund balance to the policy level within thirty-six (36) months from the date of the appropriation. If

restoration cannot be accomplished within such time period without severe hardship to the Town, the Board will establish a different appropriate time period.

- 4.7 Staff is expected to manage the budget and ensure that revenue shortfalls and expenditure increases do not impact the Town's targeted fund balance levels outlined above.
- 4.8 The Town Manager is charged with annually monitoring and reporting to the Board of Aldermen during the preparation for the annual operating budget the health and status of unassigned fund balance and compliance with the stated range goals.

V. CAPITAL RESERVES

- 5.1 Under North Carolina General Statute 159-18, the Town is authorized to establish and maintain a capital reserve fund for any purpose for which bonds may be issued.
- 5.2 Should the Town wish to establish a capital reserve fund, the Finance Officer is authorized by the Board of Aldermen to transfer up to all remaining unassigned fund balance to the capital reserve fund once the maximum fifty percent (50%) of unassigned fund balance is realized in the General Fund.

VI. EXPENDITURE OF FUNDS

- 6.1 Unassigned fund balance above the Town's goal should be considered, through the annual budget process, as a funding source for capital needs funded with pay-as-you-go capital. Appropriations outside the annual budget will generally be limited to:
 - 6.1.1 Expenditures to support or facilitate projects that generate new revenues or cost savings in excess of the investments within established time frames
 - 6.1.2 Interim partial year funding for new programs that are needed before the next fiscal year
 - 6.1.3 Costs related to unanticipated workload in the current fiscal year that cannot be addressed with budgeted resources
 - 6.1.4 Prudent supplemental funding for existing capital projects that require additional resources before the next fiscal year in order to fund unanticipated costs, avoid excessive delays, or improve service levels.
- 6.2 Appropriation of unassigned fund balance exceeding the minimum 50% goal may only be used at the discretion of the Board of Aldermen in dire financial circumstances in order to provide resources to offset unforeseen revenue shortfalls in combination with expenditure reductions or fund emergency expenditures in a disaster.
- 6.3 If multiple classifications of fund balance are available for an expenditure, the Town will start with the most restricted classification and spend those funds prior to moving to the next classification with available funds.

Agenda Item Summary

Regular Meeting

November 14, 2022

Agenda Item 9

**Budget Amendment
Goose Masters**

Summary:

Geese have continued to decimate the grass at the Lake Park. As part of our FEMA project’s warranty work our contractor recently replaced a large portion of soil and replanted grass, but the geese are quickly damaging the new planting as well.

Public Works budgeted for and has exhausted all promising leads for in-house deterrents. A trial application of a Border Collie service specializing in Canadian Geese control has been the only thing that has worked. Estimated cost to enlist this service for the remainder of this fiscal year (FY23) is \$13,500. The estimated cost of a full FY (for illustration if we decide to keep the service next year) is approximately \$20,000/yr.

Attachments:

- Budget Amendment #4A
- Budget Amendment #4B
- Goose Masters Lake Park Service Plan

Action Requested:

Motion to approve Budget Amendment #4, transferring funds from (Contingency / Fund Balance Appropriated) to Parks for goose control services at the Lake Park in an amount not to exceed \$13,500.

Motion Made By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Second By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

For:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Against:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

In case of tie:

Mayor Brittany Barnhardt

For

Against

**FISCAL YEAR 2022-2023
BUDGET AMENDMENT REQUEST #4A**

November 14, 2022

PURPOSE: To decrease General Fund Contingency (01-4110-97) and increase Parks – Contracted Services (01-6130-44) for goose control services at the Lake Park in an amount not to exceed \$13,500.

General Fund – Fund 01

Expenses:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-4110-97	General Fund Contingency	(13,500)
01-6130-44	Parks – Contracted Services	13,500
Total Increase/Decrease:		\$ 0

The above Budget Amendment was approved / denied by the Manager or Board on _____.

Brittany H. Barnhardt, Mayor

Shelly Shockley, Finance Officer

**FISCAL YEAR 2022-2023
BUDGET AMENDMENT REQUEST #4B**

November 14, 2022

PURPOSE: To increase Fund Balance Appropriated (01-3991-99) and increase Parks – Contracted Services (01-6130-44) for goose control services at the Lake Park in an amount not to exceed \$13,500.

General Fund – Fund 01

Revenues:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-3991-99	Fund Balance Appropriated	\$ 13,500
Total Increase/Decrease:		\$ 13,500

Expenses:

<u>GL Acct #</u>	<u>Account Description</u>	<u>Increase (Decrease):</u>
01-6130-44	Parks – Contracted Services	\$ 13,500
Total Increase/Decrease:		\$ 13,500

The above Budget Amendment was approved / denied by the Manager or Board on _____.

Brittany H. Barnhardt, Mayor

Shelly Shockley, Finance Officer



GOOSE MATSERS
Kent and Gwen Kuykendall
2464 Hwy 22 North
Franklinville NC 27248
336-653-4100
kent@goose-masters.com

Date: 9/10/22

PROPOSAL: Canada Goose Control Submitted by Goose Masters

For: Granite Quarry, Jason Hord, 704-279-5596, jhord@granitequarrync.gov

Site Location: Granite Lake Park, 500 N Salisbury GQ Ave., Granite Quarry, NC, 28146

INTRODUCTION: Goose Masters, and its employees, are fully aware that Canada geese are considered a protected species by the Federal Government, that it is illegal to harm, catch or transport geese, it is illegal to touch, destroy or move a nest, and that it carries a fine of \$300 - \$1,200.00. Federal and local Fish and Wildlife Services are aware of our techniques and fully support our company. The Border Collies herding instincts along with their wolf like glance called "eye" influence the geese into flight. The dogs work with their handler, (not on their own), and can be called off the geese at any time.

SERVICE DETAILS: Goose Masters provides environmentally safe and humane Canada goose control using trained working border collies. Goose Masters will visit your property 7 days/nights a week, multiple times a day when necessary for maximum effectiveness. The times and number of days/nights we visit will change according to the habits of the geese. The dogs will quickly and quietly work on land as well as in the water. Goose Masters has found that in order for goose control to be most effective the geese must be cleared from the ponds. If geese are not cleared from the ponds they will reenter the grassy areas shortly after the dogs leave.

SERVICE PLANS:

Goose Masters Annual/Multi Year: Long Term Contract-Twelve Months or More Uninterrupted Service, which includes goose, nest egg, addling services. Goose masters will register Property for Nest egg Addling with US Fish and Wildlife.

- \$580.00 Per Week for first two weeks. Then \$375.00 Per Week, for a one-year agreement

Goose Masters as Needed Contract: 12-month Contract on an as needed basis. Startup minimum 12 weeks of service., call back minimum 4 weeks of service.

- \$580.00 Per Week

****Addling Services:** Only available if Servicing February through June, Goose masters will register Property for Nest egg Addling with US Fish and Wildlife,

CLIENT RESPONSIBILITIES: Client must not use any other methods of goose control while under this contract, or if any in use must remove them (Cut outs, fencing, netting, beacon lights, bangers, etc.). Client must agree to notify Goose Masters 24 Hours in advance of the application of any chemicals applied to the property under contract (i.e., fertilizers, pesticides, herbicides, insecticides, fungicides). These products may be harmful to the dogs. Goose Masters will suspend its visit for the full 24 hours as required by law after the application. Goose Masters must also be notified of any Trapping devices used for Wildlife Control that may be dangerous to our dogs.

Client will be responsible for all costs for the replacement of Dog, or Dogs, in case of death, or for veterinary bills for any treatments resulting from Client not Notifying Goose Masters of the above conditions.

SATISFACTION GUARANTEED:

If you are not completely satisfied with our service after 2 weeks, you will not be billed, and service will be canceled. Or if you are not happy with any week of our service, Goose Masters will credit you for that week of service.

TERMS AND CONDITIONS:

Billing Monthly, Payment Due on Receipt of Invoice.

Either Party may terminate this Contract with a 30-day Notice

If Client cancels during the 1st year the Goose Masters As needed contract price will be surcharged for all weeks of service up to cancelation.

To Start Service, Check the Plan Above that you want, add Service Date and Sign Below.

Service Agreement Effective from Date: _____ to Date: _____

In witness whereof, the parties hereto hereunto set their hands and seal on the date written below.

_____ Goose Masters Kent Kuykendall

By _____ Date _____ By _____ Date _____

Agenda Item Summary

Regular Meeting

November 14, 2022

Agenda Item 10

TAP Funds Application

Summary:

Transportation Alternatives Program (TAP) funds have been made available and staff would like to submit an application for a request for funding to complete a sidewalk project with the goal of park connectivity. The total funding requested is \$440,000 to complete 2,150 linear feet of 5-foot sidewalk. The Town would have a local match of 20% plus any additional costs exceeding the project amount if the application is accepted.

Attachments:

- Resolution 2022-10 in support of application requesting TAP Funding
- Proposed sidewalk areas map
- Cost sheet

Action Requested:

Motion to adopt Resolution 2022-10 in support of application for Transportation Advisory Program Funds.

Motion Made By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Second By:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

For:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

Against:

- Jim Costantino
- John Linker
- Doug Shelton
- Jeff Cannon

In case of tie:

Mayor Brittany Barnhardt

- For
- Against



RESOLUTION 2022-10

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

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

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

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

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

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

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

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

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

Brittany H. Barnhardt, Mayor

ATTEST:

Aubrey Smith, Town Clerk



GRANITE QUARRY SIDEWALK PROJECTS



alley, williams, carmen, & king, inc.
CONSULTING ENGINEERS
FIRM LICENSE # F-0203
120 SOUTH MAIN STREET
KANNAPOLIS, NC 28082

P.O. BOX 1248
704/938-1515

Rowan County\Granite Quarry Projects\11500 GQ Sidewalks\
Proposed Sidewalk Areas.mxd 4-4-14

0 600 1,200 Feet

1 inch = 600 feet



DISCLAIMER: This map is prepared from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data from various federal, state, and local agencies. Maps and associated information must be accepted and used by the recipient with the understanding that the primary information sources should be consulted for verification of the information contained on these maps. As such, AWCK provides no warranties, expressed or implied, concerning the accuracy, completeness, or suitability of this data. Furthermore, AWCK assumes no liability whatsoever associated with the use or misuse of such data.

Town of Granite Quarry

Estimate for Granite Quarry Sidewalk Projects



alley, williams, carmen & king, inc.
 consulting engineers
 120 s. main st. kannapolis, nc 28081
 p.o. box 1248 kannapolis, nc 28082

704-938-1515

Date: October 31, 2022

Project	Length (LF)	Project Description	LF costs	Estimated Construction Costs	Design, Inspection, R/W (estimated at 50% of construction)	Total Costs
Kerns St (N Main St to US 52)	1330	5' sidewalk behind existing curb	\$ 120.00	\$ 159,600.00	\$ 79,800.00	\$ 239,400.00
N Oak St (Crook St to the park)	430	5' sidewalk behind existing curb	\$ 120.00	\$ 51,600.00	\$ 25,800.00	\$ 77,400.00
Crook St (N Main St to N Oak St)	390	sidewalk behind ditch	\$ 240.00	\$ 93,600.00	\$ 46,800.00	\$ 140,400.00
				\$ 304,800.00	\$ 152,400.00	\$ 457,200.00
		Contingency / NCDOT				\$ 91,440.00
		Total Project Cost				\$ 548,640.00
					20% Town Match	\$ 109,728.00
					Requested TAP Funds	\$ 438,912.00

OPINION OF PROBABLE COSTS:
 THIS OPINION OF COSTS SHOULD BE USED AS A WORKING NUMBER FOR OBTAINING FUNDS AND NOT AS A GUARANTEE OF CONSTRUCTION COSTS. THE UNIT COSTS ARE BASED ON THE COST OF CONSTRUCTION OF SIMILAR JOBS IN THE AREA, AND INCREASES IN COSTS OF MATERIALS OR LABOR COULD AFFECT THE COST OF CONSTRUCTION. NO DESIGN HAS BEEN DONE FOR THIS PROJECT, THE QUANTITIES ARE FOR BUDGETING PURPOSES ONLY.

SUMMARY

TO: Board of Aldermen
FROM: Town Manager
RE: **Transformational Projects – Scope of Services**
DATE: 11/14/2022



Attached is the proposed Scope of Services for the Town’s Transformational Projects*. We discussed an ambitious list of potential projects during the interviews. As Stewart previewed, they therefore recommend breaking the process down to first:

- Completing the necessary review and design work to develop conceptual cost estimates on (especially) the Square and streetscape. This would provide us what we need soonest for approaching State representatives for partnership & funding opportunities.
- Select and define the specific priorities for Stewart to then provide a more detailed scope, timeline, deliverables, and fee for the next phases of the project(s).

If we can complete the latter within the scope of Task 1, the fee for this portion of the project is \$23,900.

If we don’t feel we can complete it within the scope of Task 1 (and/or if the Board would simply like to hold the stakeholder charette option in Task 2 for any *other* reason) then the fee would be an additional \$15,200 (\$39,100 total).

**Staff has requested a proposed timeline for completion be added into this Scope of Services as part of our consideration as well. We will provide an updated Scope of Services if/once received.*

Funding Source

The Board has discussed utilizing the General Fund Contingency line item for this purpose. There is currently \$28,031 remaining in Contingency. This would cover Task 1 and leave a balance of \$4,131.

Should Task 2 additionally be selected or become needed, the additional amount could be covered by the remaining Contingency balance (\$4,131) + \$11,069 from 01-4110-60 Special Projects.

To best track and account for expenditures across this project, Admin will likely recommend creating a Capital Project Ordinance. After the Board confirms the funding source, staff will draw up the budget amendment and/or accompanying ordinance as needed.

Recommended Action:

Motion to approve the Scope of Services and funding sources for the Town’s Transformational Projects with Stewart as presented, intending to accomplish this portion of the Project under Task 1 as detailed therein.



November 4, 2022

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

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

Dear Larry:

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

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

PROJECT UNDERSTANDING:

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

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

SCOPE OF SERVICES:

Task 1 – Due Diligence, Analysis, and Costing:

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

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

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

- Rowan County
- NCDOT

Mapping and spatial analysis will be compiled for the following

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

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

- Streetscape and components
- Town Square

Meetings:

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

Deliverables:

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

Task 2 - Optional- Stakeholder Charette:

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

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

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

Meetings:

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

Deliverables:

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

FUTURE/OPTIONAL TASKS:

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



SCHEDULE:

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

COMPENSATION:

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

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

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

ADDITIONAL SERVICES:

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

CLIENT RESPONSIBILITIES:

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

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



CONCLUSION:

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

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

Respectfully submitted:

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

Attachments:

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

APPROVAL:

STEWART

Granite Quarry

Tedd Duncan

Print Name

Print Name

Studio Leader, Landscape Architecture

Title

Title

Signature

Signature

11.04.2022

Date

Date

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

1.01 Standard of Care

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

2.01 Additions/Change to Scope of Services

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

3.01 Payment

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

4.01 Termination

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



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

5.01 Indemnification and Insurance

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

6.01 Delay

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

7.01 Instruments of Service

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

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

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

8.01 Waiver of Consequential Damages

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

9.01 Limitation of Liability

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

10.01 Disputes

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

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

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

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

11.01 General Considerations

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

Client Initials: _____



STEWART

STRONGER BY DESIGN

ATTACHMENT – 2

STEWART

Project Billing Information

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

Is there any change to the invoice requirements or contact information for this project **Yes__ No__**
If yes, identify any changes below:

Existing Client Name: _____

Change in Address: _____

Change in Phone #: _____

Change in Billing Contact: _____

Specific invoicing requirements:

SECTION II: NEW CLIENT – PLEASE COMPLETE ALL FIELDS

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

New Client Billing Address: _____

Business Phone #: _____

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

Name: _____

Email: _____

Phone #: _____

Invoice Requirements

1. Is a PO number required on invoice? **Yes__ No__** If yes, PO # is: _____
2. Is a Client Project # required on invoice? **Yes__ No__** If yes, Project # is: _____
3. Is a lien waiver required for payment of invoice? **Yes__ No__** (If yes please provide template)
4. Is additional backup documentation or reporting required with invoice? **Yes__ No__** If yes, please describe: _____

-
5. Are there any other specific requirements needed for invoices? **Yes__ No__** If yes, please describe:
-

ACH is the requested method of payment

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

Routing#: 021052053

Account #: 74068236

Questions? - Please email accountsreceivable@stewartinc.com

November 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
	Planning Board 6pm		Centralina Executive Board 5pm	CAC 6pm	Veterans Day Observed - Town Hall Closed	
13	14	15	16	17	18	19
	Business After Hours 5pm BoA Mtg. 6pm	Revitalization 3:30pm	CRMPO TAC 5:30pm	7:30am Power in Partnership Breakfast		
20	21	22	23	24	25	26
	P.E.R.C. 5pm ZBA 5:30pm			Thanksgiving - Town Hall Closed	Town Hall Closed	
27	28	29	30			

December 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
						Christmas at the Lake 2-7pm
4	5	6	7	8	9	10
	Planning Board 6pm			CAC 6pm		
11	12	13	14	15	16	17
	Business After Hours 5pm BoA Mtg. 6pm			Power in Partnership Breakfast 7:30am		
18	19	20	21	22	23	24
	P.E.R.C. 5pm ZBA 5:30pm	Revitalization 3:30pm			Town Hall Closed	Christmas Eve
25	26	27	28	29	30	31
Christmas	Town Hall Closed	Town Hall Closed	CRMPO TAC 5:30pm			New Year's Eve