



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
REGULAR MEETING MINUTES
Monday, November 13, 2023 6:00 p.m.**

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

Not Present: Alderman Jim Costantino

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith, Town Attorney Zachary Moretz, Finance Officer Shelly Shockley, Fire Chief/Public Works Director Jason Hord, Police Chief Mark Cook

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

Mayor Barnhardt recognized Planning Board Vice-Chair Joe Hudson to open the Planning Board's meeting recessed on November 6, 2023. The Planning Board opened its meeting for the purpose of hearing the DOT presentation. The Planning Board will adjourn after the presentation.

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 with the amendment of moving item 4- Guest Presentation by NCDOT to after item 6- Public Hearing for Non-Annexation Agreement. Alderman Shelton seconded the motion. The motion passed 3-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

1) Regular Meeting October 9, 2023

B. Departmental Reports

C. Financial Reports

D. 2024 Board of Aldermen Regular Meeting Schedule / Holiday Closing Schedule *as amended*

E. Community Appearance Commission Appointment

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

3. Public Comments: There were no public comments.

4. Town Manager's Update

Manager Smith reviewed items from his report found in the agenda packet including the Town Hall roof being completed. He shared that he is expecting two scopes of service for organizational climate assessments shortly. Manager Smith shared that a budget amendment will be required for board training since at least four of the board members plan to attend the Essentials of Municipal Government training in January. An update on transformational projects included the Civic Park survey distribution beginning today and the Parks and Recreation page of the website being updated. Two Board members stated interest in hearing an update from Stewart on progress with utilities and next steps based on results of the survey at a meeting in early 2024.

5. Public Hearing

Non-Annexation Agreement

A. Staff Summary

Mayor Barnhardt introduced the agreement and shared that Salisbury approved it at last week's meeting. Manager Smith clarified that the purpose of the agreement was to establish areas of influence between Granite Quarry and Salisbury. The formal agreement will help the County and EDC direct requests to the appropriate municipality. He showed the non-annexation area maps.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:16 p.m.
There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:17 p.m.

C. Board Discussion and Decision

Alderman Shelton asked Attorney Moretz if he was satisfied with the agreement. Attorney Moretz stated a lot of work had been done on the agreement with Salisbury and that he was satisfied.

ACTION: Mayor Pro Tem Linker made a motion to adopt the Annexation Agreement Ordinance 2023-08 establishing boundaries and parameters of non-annexation areas between the Town of Granite Quarry and the City of Salisbury. Alderman Shelton seconded the motion. The motion passed 3-0.

6. Guest Presentation

NCDOT

NCDOT Division 9 Engineer Pat Ivey discussed the US Highway 52 Bypass project, the upcoming prioritization process, and transportation funding. DOT representatives Fred Haith and Phillip Craver were also in attendance and available to answer questions. In his presentation Mr. Ivey explained STIP development and the funding available to the region. He reviewed the three separate segments of the proposed US 52 Bypass Project (A, B, and C) and the associated traffic forecasts. Mr. Ivey shared that if R-5860C (the project most directly affecting Granite Quarry) was picked up, it would most likely be added to the tail end of the 2026-2035 prioritization. He stated he wouldn't expect it before 2034 or 2035. His presentation will be included in the minute book.

Mayor Pro Tem Linker stated that the Board of Aldermen invited the Planning Board to hear this presentation as part of the push to be more forward-thinking in planning. Mayor Barnhardt recognized the Planning Board and stated a desire to continue to work closely. She introduced Phil Conrad of the CRMPO; Planning, Zoning, and Subdivision Administrator Richard Flowe; and Senator Carl Ford who attended to hear the presentation.

Mr. Ivey stated the Board could continue to be involved by participating in the North Carolina Transportation Summit in May of 2024. The summit is being held in Greensboro.

ACTION: Mayor Pro Tem Linker made a motion for a five-minute recess. Alderman Shelton seconded the motion. The motion passed 3-0.

The Board recessed at 7:10 p.m.

Mayor Barnhardt called the meeting back into session at 7:20 p.m.

7. Public Hearing

Zoning Map Amendment 2023-11-13

A. Staff Summary

Planning, Zoning, and Subdivision Administrator Richard Flowe introduced and summarized the zoning map amendment applications and draft ordinance for Rowan parcel located at 0 St Paul's Church Road (Parcel 404 104, PIN 5667-06-37-0724) from "Agricultural (AG)" and Rowan parcel with no address assigned (Parcel 404 154, PIN 5667-05-28-2884) formerly part of Village at Granite from "Planned Unit Development (PUD)" to a "Single Family Residential - 2 (SFR-2)" District (draft ordinance #ZMA 2023-11-13). Mr. Flowe explained that the density of the proposed zoning class would be less than what was currently allowed in the PUD classification.

Nolan Groce with Urban Design Partners attended on behalf of the applicants. Mr. Groce stated that Mr. Flowe covered most of the relevant information but he would be happy to answer any questions or give a short presentation. It was confirmed that the proposed development would not be tied to the existing Village at Granite and the plan to build a bridge as a connection to Phase I of the Village at Granite would no longer be in place.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 7:29 p.m.
There were no public comments.
- 2) Closed: Mayor Barnhardt closed the public hearing at 7:30 p.m.

C. Board Discussion and Decision

ACTION: Mayor Pro Tem Linker made a motion to adopt Ordinance ZMA-2023-11-13. Alderman Shelton seconded the motion. The motion passed 3-0.

Mr. Flowe stated that plans and submittals could now be accepted for the project.

Old Business

None

New Business

8. Discussion and Possible Action

Town Manager Evaluation Process

Mayor Barnhardt stated interest in the upcoming climate assessment survey's responses being utilized in the evaluation. She stated that there would soon be transition among board members and proposed setting up a work session to discuss the town manager evaluation tool and process. Manager Smith stated that the process needed to be consensual per the Town's Employment Agreement. He summarized his agreement with the Board's recommendation to remove section 2- Public Relations on the evaluation tool and proceed with the agreed-upon process this year. Mayor Barnhardt suggested that over the next few months board members could send in suggestions to revise the tool with criteria that focused on strategic goals. Alderman Shelton stated he was in favor of postponing heavy debate on the subject until the two new board members took their seats. Mayor Pro Tem Linker stated he didn't have a problem with the current form but that the new board members should have an opportunity for input as well.

9. Discussion and Possible Approval Longevity Pay

The Board reviewed the memo on longevity pay for the FY23-24.

ACTION: Alderman Shelton made a motion to approve Longevity Pay for the FY23-24. Mayor Pro Tem Linker seconded the motion. The motion passed 3-0.

10. Discussion and Possible Approval Social Media Terms of Use and Comment Policy

The Board reviewed the drafted Social Media Terms of Use and Comment Policy and associated resolution. Clerk Smith stated that the purpose of the town's Facebook page would be to disseminate the same information that is being sent out now on an additional platform to a wider audience. The Facebook page will not be monitored 24/7 or interactive. Concerns, complaints, and requests for service will be redirected to channels that are currently monitored including the Report a Concern feature on the website.

ACTION: Mayor Pro Tem Linker made a motion to adopt Resolution 2023-07 adopting the Social Media Terms of Use and Comment Policy. Alderman Shelton seconded the motion. The motion passed 3-0.

11. Board Comments

- Mayor Barnhardt thanked the Police Department for helping with traffic control at Faith Charter Academy during the new school opening. She recognized Detective Todd Taylor and his wife for volunteering their time outside of work to assist with the move.
- Mayor Barnhardt thanked the Fire Department Auxiliary and Fire Department for a wonderful port-a-pit. All the volunteers working together helped make the event successful.

12. Announcements and Date Reminders

A. Thursday	November 16	7:30 a.m.	Power in Partnership Breakfast
B. Wednesday	November 22	5:30 p.m.	CRMPO TAC
C. Thursday	November 23		Thanksgiving – Office Closed
D. Friday	November 24		Office Closed
E. Saturday	December 2	2:00 p.m.	Christmas at the Lake
F. Monday	December 4	6:00 p.m.	Planning Board

Adjourn

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

The meeting ended at 7:55 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk

ORDINANCE 2023-08
AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
BETWEEN THE TOWN OF GRANITE QUARRY AND THE CITY OF SALISBURY

WHEREAS, the areas between the corporate limits of Granite Quarry and Salisbury are experiencing urban growth; and

WHEREAS, Granite Quarry and Salisbury regularly receive inquiries about the availability of municipal services in these areas, including water, sewer, police, and fire, and related inquiries about which municipality would best provide those services; and

WHEREAS, Granite Quarry and Salisbury are able to provide municipal services to all of these urbanizing areas to differing degrees and desire to establish growth areas to enhance orderly planning and to provide certainty to each municipality and to the residents, property owners, and developers in these urbanizing areas about which municipality is best able to provide municipal services; and

WHEREAS, G.S. § 160A-58.21 *et seq.* authorizes municipalities to enter into annexation agreements; and

WHEREAS, Granite Quarry and Salisbury have negotiated the annexation agreement attached hereto (the “Agreement”); and

WHEREAS, pursuant to § G.S. 160A-58.24(c), Salisbury and Granite Quarry held public hearings on November 8, 2023, and November 13, 2023, respectively, authorizing the adoption of ordinances approving the Agreement; and

WHEREAS, the Board of Aldermen of Granite Quarry has taken into account the input of the public and believes it to be in the best interests of Granite Quarry and the citizens and residents of Granite Quarry to enter into the Agreement.

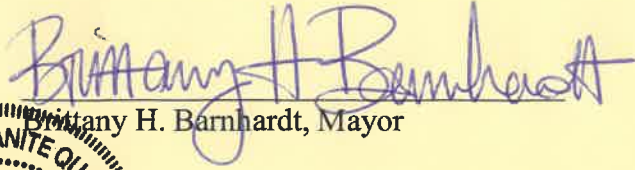
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, AS FOLLOWS:

Section 1. The Board of Aldermen hereby approves the attached Annexation Agreement (the “Agreement”), authorizes the Mayor to execute the Agreement, and authorizes the Town Manager to provide such notices and take such further actions as may be necessary or desirable to implement and carry out the Agreement.

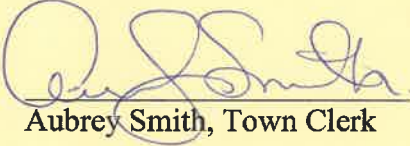
Section 2. All ordinances or parts of ordinances or other agreements in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. This ordinance shall be effective from and after the latest to occur of a) its passage by the Board of Aldermen, and b) its due adoption by the City Council of the City of Salisbury.

Adopted this the 13th day of November, 2023.


Brittany H. Barnhardt, Mayor

ATTEST:


Aubrey Smith, Town Clerk



**ANNEXATION AGREEMENT BETWEEN THE TOWN OF GRANITE QUARRY,
NORTH CAROLINA, AND THE CITY OF SALISBURY, NORTH CAROLINA**

This Annexation Agreement ("Agreement") is made and entered into this 13th day of November, 2023, by and between the **City of Salisbury**, a North Carolina municipal corporation ("Salisbury"), and the **Town of Granite Quarry**, a North Carolina municipal corporation ("Granite Quarry"). Salisbury and Granite Quarry are sometimes referred to individually as "Party" and jointly as "Parties."

WHEREAS, the areas between the corporate limits of Salisbury and Granite Quarry are experiencing urban growth; and

WHEREAS, Salisbury and Granite Quarry regularly receive inquiries about the availability of municipal services in these areas, including water, sewer, police, and fire, and related inquiries about which municipality would best provide those services; and

WHEREAS, Salisbury and Granite Quarry are able to provide municipal services to all of these urbanizing areas to differing degrees and desire to establish growth areas to enhance orderly planning and to provide certainty to each municipality and to the residents, property owners, and developers in these urbanizing areas about which municipality is best able to provide municipal services; and

WHEREAS, G.S. § 160A-58.21 *et seq.* authorizes municipalities to enter into annexation agreements; and

WHEREAS, Granite Quarry and Salisbury desire to enter into an annexation agreement; and

WHEREAS, pursuant to § G.S. 160A-58.24(c), Salisbury and Granite Quarry held public hearings on November 8, 2023, and November 13, 2023, respectively, authorizing the adoption of an ordinance approving this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. **Effective Date**. This Agreement is effective as of November 13, 2023 ("Effective Date").
2. **Effect of Agreement**. This Agreement only affects the rights of Salisbury and Granite Quarry as to each other. This Agreement does not affect the rights of any municipality that is not a party to this Agreement, nor does it affect the rights of Salisbury or Granite Quarry as to any other municipality that is not a party to this Agreement. This Agreement does not affect, and shall not be construed as to affect, any area except those areas specifically identified in paragraph 3. The Parties acknowledge that there are areas between the Parties' existing corporate limits and the corporate limits of other municipalities that require further study and agreement as it relates to growth and municipal service delivery. The Parties intend to work together in good faith, and to work with other municipalities in good faith, to study and enter into agreements for areas not affected by this Agreement.

3. **Annexation Agreement.** The Parties agree to exercise annexation authority, or to refrain from exercising annexation authority, in accordance with this paragraph.

a. **Non-Annexation Areas.** The Parties have identified areas where each municipality is best able to provide municipal services and achieve orderly growth for the public benefit. For purposes of this Agreement, these growth areas are referred to as “Non-Annexation Areas.” Within these Non-Annexation Areas, the Parties Agree as follows:

i. Salisbury shall not annex any property within **Granite Quarry’s Non-Annexation Areas.**

ii. Except where authorized by a subsequent annexation agreement between Salisbury and Granite Quarry, Faith, or China Grove, Salisbury shall not annex any property that is either (1) to the east of Old Concord Road between Webb Road and St. Paul’s Church Road; or (2) to the south of Webb Road between Interstate 85 and Old Concord Road.

iii. Granite Quarry shall not annex any property within **Salisbury’s Non-Annexation Areas.**

The Non-Annexation Areas referenced in this section are described in the attached **Exhibit A**, which is attached to this Agreement and incorporated by reference.

b. **Area Identified for Further Study.** The Parties have identified an area between the Parties’ existing corporate limits, and between the Parties’ existing corporate limits and the corporate limits of the Town of East Spencer, that is urbanizing and that requires further study and agreement. For purposes of this Agreement, this area is referred to as the “Area Identified for Further Study.” Within the Area Identified for Further Study, neither Party shall annex any property without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

The Area Identified for Further Study referenced in this paragraph 3.b. is described in the attached **Exhibit A**, which is attached to this Agreement and incorporated by reference.

c. **Extraterrestrial Jurisdictions (ETJ).** Neither Party shall annex any property within the ETJ of the other Party as it exists on the date of this Agreement.

4. **Notice of annexations.** The Parties waive the notice required by G.S. §160A-58.24(a)(5) and (b) for any annexations pursuant to this Agreement.

5. **Annexations to comply with law.** Annexation by either Party pursuant to this Agreement shall comply with applicable law, including as applicable Parts 1 and 4 of Article 4A of Chapter 160A of the North Carolina General Statutes.

6. **Utility service.** The Parties acknowledge that Salisbury owns and operates a regional water and sewer utility known as Salisbury-Rowan Utilities ("SRU") that provides utility service to Salisbury, Granite Quarry, and much of the area depicted in **Exhibit A**. Within any area Granite Quarry lawfully exercises its annexation authority, unless otherwise required by law, and to the extent Granite Quarry lawfully conditions connecting to SRU's system on the requesting party petitioning Granite Quarry for voluntary annexation, SRU agrees to comply with that condition and not provide utility service unless and until the requesting party meets all of Granite Quarry's conditions for connecting.
7. **Term.** The term of this Agreement shall be for a period of twenty (20) years beginning on the Effective Date of this Agreement ("Term").
8. **Termination.** This Agreement may be terminated by either Party in the manner prescribed by G.S. §160A- 58.24(f).
9. **Modifications and Amendments.** This Agreement may only be modified or amended by a subsequent agreement signed by both Parties pursuant to G.S. §160A-58.24(d). Any amendments to this Agreement shall be approved by ordinance and adopted after public hearings by both Parties.
10. **Notices.** Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail to the Parties at the addresses shown below:

City of Salisbury
PO Box 479
Salisbury, North Carolina 28145
Attention: City Manager

Town of Granite Quarry
PO Box 351
Granite Quarry, NC 28072
Attention: Town Manager

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the U.S. Postal Service. Any Party may change the person to whom or the address to which notices should be provided by giving written notice to the other Party of the change.

11. **Dispute Resolution.** In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes, or other controversies arising out of this Agreement between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Rowan County, North Carolina.

12. **No Waiver of Non-Compliance.** No provision of this Agreement shall be deemed to have been waived by any Party unless such waiver shall be in writing and executed in the same formality as this Agreement. The failure of any Party at any time to require strict performance by the other of any provision of this Agreement shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party of any breach of any provision of this Agreement by the other Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
13. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to its subject matter.
14. **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
15. **Governing Law.** This Agreement shall be governed by the law of the State of North Carolina.
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned or faxed signatures or copies of this Agreement will have the same validity and force as an “original.”

**[THIS PART INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE.]**

IN TESTIMONY WHEREOF, the Parties, pursuant to ordinances of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their Mayors and their official seals affixed, the day and year written below.

Adopted this the 13th day of Nov., 2023.



TOWN OF GRANITE QUARRY

BY: 
Brittany H. Barnhardt, Mayor

ATTEST:



Aubrey Smith, Town Clerk

IN TESTIMONY WHEREOF, the Parties, pursuant to ordinances of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their Mayors and their official seals affixed, the day and year written below.

Adopted this the 14 day of Nov., 2023.

CITY OF SALISBURY

BY:


Karan K. Alexander, Mayor

ATTEST:

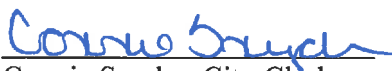

Connie Snyder, City Clerk



EXHIBIT A

The following descriptions exclude the following: (1) any property within the corporate limits of any municipality on the date of this Agreement, which can only be de-annexed or annexed by another municipality by act of the North Carolina General Assembly. And (2) any property within the extraterritorial jurisdictional limits (ETJ) of any municipality on the date of this Agreement, which, pursuant to the Agreement, may only be annexed by the municipality that exercises ETJ over the property. In the event that either Salisbury or Granite Quarry relinquish ETJ during the Term of this Agreement, this exclusion no longer applies and the property, without further action by either Party, shall become part of the respective non-annexation area if the property is within any boundary described in this Exhibit A.

A. Non-Annexation Area A (Interstate 85)

1. Salisbury's Non-Annexation Area A is defined as that area bounded by the following: The Point of Beginning is the intersection of Webb Road and Interstate I-85. Thence in a northerly direction along Interstate 85 to a point in the northeast corner of an approximately 0.91-acre parcel identified as parcel 401-043 (now or formerly owned by David K. Shinn, Book 781, Page 257). Thence with the eastern boundary of parcel 401-043 a distance of 74 feet, more or less, to a point in the line of an approximately 3.81-acre parcel identified as 401-109 (now or formerly owned by David K. Shinn, Book 781, Page 257). Thence with the northern boundary of parcel 401-109 in an easterly direction a distance of 550 feet, more or less, to a point, said point being the common corner of parcels 401-109, 401-108 (NC Salisbury, LLC, now or formerly), and 401-116 (Rowan-Salisbury Board of Education, now or formerly). Thence with the eastern boundary of parcel 401-109 a distance of 158.4 feet, more or less, to a point in the northeast corner of an approximately 2.04-acre parcel identified as parcel 401-054 (now or formerly owned by Larry G. Campbell and wife, Phyllis E. Campbell, Book 610, Page 703). Thence with the eastern boundary of parcel 401-054 in a southerly direction a distance of 89.1 feet, more or less, to a point in the line of an approximately 2.81-acre parcel identified as 401-053 (now or formerly owned by Larry G. Campbell and wife, Phyllis E. Campbell). Thence with the eastern boundary of parcel 401-053 continuing in a southerly direction a distance of 16.5 feet, more or less, to a point, said point being a common corner of parcels 401-053 and 401-116 (Rowan-Salisbury Board of Education, now or formerly). Thence with the northern boundary of parcel 401-053 in an easterly direction a distance of 330.5 feet, more or less, to a point, said point being in the line of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly). Thence with the eastern boundary of parcel 401-053 in a southerly direction a distance of 94.1 feet, more or less, to a point, said point being in the line of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly) and being the common corner of parcel 401-053 and an approximately 4.59-acre parcel identified as 401-017 (now or formerly owned by Shirley P. Hoosier, Book 1055, Page 872). Thence with the eastern boundary of parcel 401-017 continuing in a southerly direction a distance of 178.2 feet, more or less, to a point, said point being in the line of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly) and being the common corner of 401-017 and an approximately 6.98-acre parcel identified as 401-019 (now or formerly owned by Bowtie Properties, LLC, Book 1342, Page 832). Thence with the eastern boundary of parcel 401-019 continuing in a southerly direction a distance of 178.2 feet, more or less, to a point, said point being in the line of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly) and being the common corner of 401-

019 and an approximately 16.85-acre parcel identified as 401-A-031 (now or formerly owned by Bowtie Properties, LLC, Book 1265, Page 285). Thence with the eastern boundary of parcel 401-A-031 continuing in a southerly direction (along the common lines of parcel 401-116 (Rowan-Salisbury Board of Education, now or formerly) and those parcels in Stafford Estates (Book 9995, Page 3001) a distance of 1,650 feet, more or less, to a point, said point being the southeastern corner of 401-A-031. Thence with the southern boundary of parcel 401-A-031 in a westerly direction (along the common lines of those parcels in Stafford Estates) to a point, said point being the northeast corner of an approximately 26.83-acre parcel identified as 406-003 (now or formerly owned by Robert K. Boles and wife, Cynthia S. Boles, Book 1092, Page 974). Thence with the eastern boundary of parcel 406-003 in a southerly direction (along the common lines of those parcels in Stafford Estates) a distance of 569 feet, more or less, to a point, said point being the common corner of 406-003 and an approximately 13.89-acre parcel identified as 406-005 (now or formerly owned by James R. Kerns, Jr.). Thence with the eastern boundary of parcel 406-005 in a southerly direction (along the common lines of those parcels in Stafford Estates) a distance of 585 feet, more or less, to a point, said point being the southeast corner of parcel 406-005 and in the common line of those parcels in Orchard Hills (Book 9995, Page 1181). Thence with the southern boundary of 406-005 in a westerly direction (along the common lines of those parcels in Orchard Hills) a distance of 1,048.65 feet, more or less, to a point, said point being in the line of Orchard Hills and the common corner of parcel 406-005 and an approximately 3.97-acre parcel identified as parcel 406-056 (now or formerly owned by Lois H. Walton and Roger K. Walton, Book 649, Page 230). Thence with the southern boundary of parcel 406-056 in a westerly direction (along the common lines of those parcels in Orchard Hills) a distance of 247.7 feet, more or less, to a point in the line of an approximately 2.06-acre parcel identified as parcel 406-045 (now or formerly owned by Toa Nguyen and wife, Anh Tran, Book 1321, Page 28). Thence with the eastern boundary of parcel 406-045 in a southerly direction (along the common lines of those parcels in Orchard Hills) a distance of 154.02 feet, more or less, to a point, said point being the common corner of parcel 406-045 and an approximately 1.76-acre identified as parcel 406-006 (now or formerly owned by Abel C. Arreola, Book 1276, Page 41). Thence with the eastern boundary of parcel 406-006 in a southerly direction (along the common lines of those parcels in Orchard Hills) a distance of 420.4 feet, more or less, to a point in the line of Peach Orchard Road. Thence along Peach Orchard Road in an easterly direction to Old Concord Road. Thence in a southerly direction along Old Concord Road to Webb Road. Thence in a westerly direction along Webb Road to Interstate 85, the Point of Beginning.

The parcel numbers refer to Rowan County Parcel Identification numbers. The book and page references are to the Rowan County Registry.

The Salisbury Non-Annexation Area A also includes all property west of Interstate 85.

The Salisbury Non-Annexation Area A is labeled as such on the attached map, which is incorporated by reference.

2. Granite Quarry's Non-Annexation Area A is defined as that area bounded by the following: The Point of Beginning is the intersection of Julian Road and Interstate 85. Thence in an easterly direction along Julian Road to Heilig Road. Thence continuing in an easterly direction along Heilig Road to Faith Road. Thence in a southerly direction along Faith Road to St. Paul's Church Road. Thence in a westerly direction along St. Paul's Church Road to Old Concord Road. Thence in a

northerly direction along Old Concord Road to Peach Orchard Road. Thence in a westerly direction along Peach Orchard Road to Interstate 85, the Point of Beginning.

Less and except that portion North of Peach Orchard Road included in Salisbury's Non-Annexation Area A.

The Granite Quarry Non-Annexation Area A is labeled as such on the attached map, which is incorporated by reference.

B. Non-Annexation Area B (Stokes Ferry Road)

1. Salisbury's Non-Annexation Area B is defined as that area bounded by the following: The Point of Beginning is the intersection of Dunns Mountain Road and Stokes Ferry Road. Thence in a northeasterly direction along Dunns Mountain Road to Bringle Ferry Road. Thence in a northwesterly direction along Bringle Ferry Road to the point at which Bringle Ferry Road crosses Interstate 85. Thence in a southwesterly direction along Interstate 85 to East Innes Street. Thence in a southeasterly direction along East Innes Street to Stokes Ferry Road. Thence continuing in a southeasterly direction along Stokes Ferry Road to Dunns Mountain Road, the Point of Beginning.

The Salisbury Non-Annexation Area B is labeled as such on the attached map, which is incorporated by reference.

2. Granite Quarry's Non-Annexation Area B is defined as that area bounded by the following: The Point of Beginning is the intersection of Dunns Mountain Road and Stokes Ferry Road. Thence in a southeasterly direction along Stokes Ferry Road to Oddie Road. Thence in a southerly direction along Oddie Road to Fish Pond Road. Thence in a westerly direction along Fish Pond Road to Brown Acres Road. Thence in a southwesterly direction along Brown Acres Road to US Highway 52. Thence in a northwesterly direction along US Highway 52 to Jake Alexander Boulevard. Thence in a northeasterly direction along Jake Alexander Boulevard to Stokes Ferry Road. Thence in a southeasterly direction along Stokes Ferry Road to Dunns Mountain Road, the Point of Beginning.

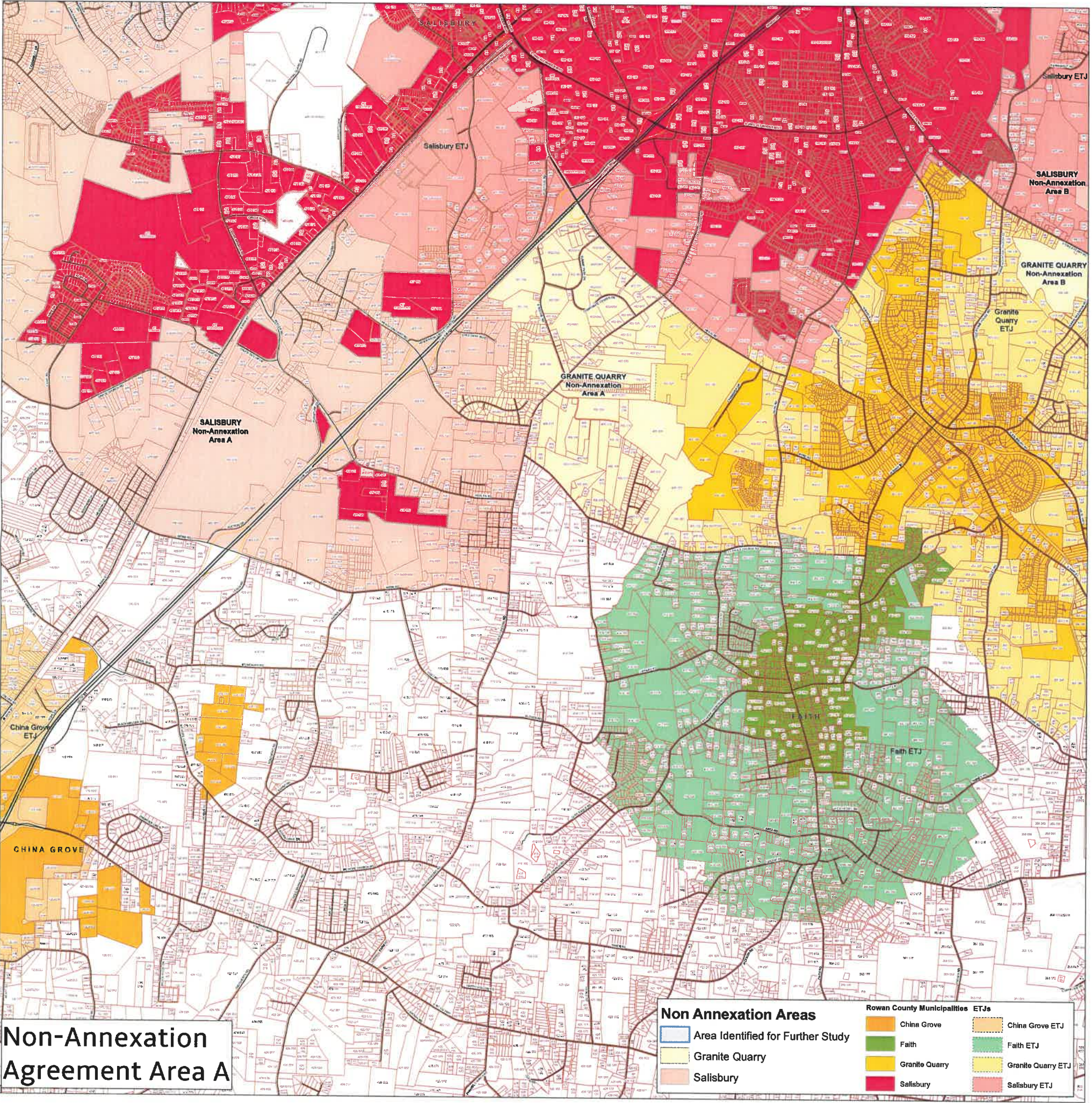
The Granite Quarry Non-Annexation Area B is labeled as such on the attached map, which is incorporated by reference.

C. Area Identified for Further Study












The Parties have identified the following area as an "Area Identified for Further Study":

The area bounded by Bringle Ferry Road to the north, Union Church Road to the east, Stokes Ferry Road to the south, and Dunns Mountain Road to the west. This area is subject to ongoing negotiations between Granite Quarry, Salisbury, and the Town of East Spencer.

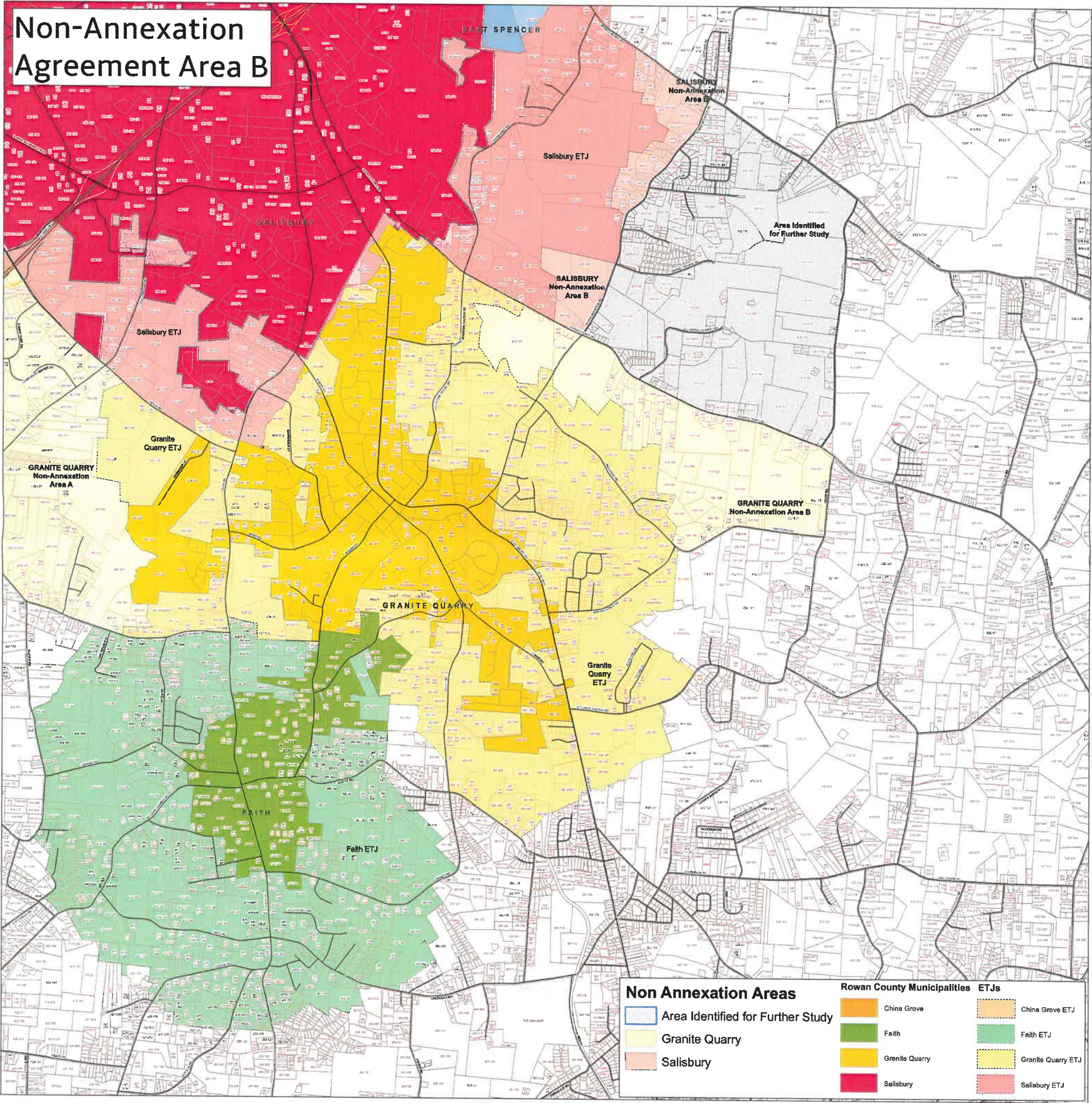
The Area Identified for Further Study is labeled as such on the attached map, which is incorporated by reference.



Non-Annexation
Agreement Area A

Non Annexation Areas		Rowan County Municipalities ETJs	
	Area Identified for Further Study		China Grove
	Granite Quarry		Faith
	Salisbury		Granite Quarry
			Salisbury
			China Grove ETJ
			Faith ETJ
			Granite Quarry ETJ
			Salisbury ETJ

Non-Annexation Agreement Area B



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

Ordinance #ZMA-2023-11-13

BE IT ORDAINED by the Mayor and Board of Aldermen of the Town of Granite Quarry, North Carolina that the Official Zoning Map (OZM) of the Granite Quarry Development Ordinance (GQDO) be amended in accordance with both GQDO Article 5 and Article 6 of G.S. Chapter 160D. The subject properties of each of the following:

1. Errin C. Brown and Andrea T. Brown, described as Rowan parcel located at 0 St Paul's Church Road (Parcel 404 104, PIN 5667-06-37-0724) and described with illustration in Exhibit "A" attached hereto. Said parcel consists of approximately 18.36 acres.
2. LGI Homes - NC, LLC, described as Rowan parcel with no address assigned (Parcel 404 154, PIN 5667-05-28-2884) formerly part of Village at Granite and described with illustration in Exhibit "B" attached hereto. Said parcel consists of approximately 58.19 acres.

Part 1. Consistency with Adopted Comprehensive Plan.

The Board of Aldermen finds that a zoning map amendment applicable to the subject properties, from "Agricultural (AG)" and "Planned Unit Development (PUD)" establishing a new zoning designation in accordance with G.S. 160D-604(a) of "Single Family Residential - 2 (SFR-2)" is consistent with the Town's 2040 Comprehensive Land Use & Master Plan (the Plan) and the "Neighborhood" designation upon the majority of the subject property and adjacent to the remainder of the property on the eastern side as appearing on the Plan's "Future Land Use Map" therein as amended, as required by G.S. 160D-605(a).

Part 2. Statement of Reasonableness.

This amendment is reasonable because the subject property allows for the growth and expansion of neighborhoods supporting the local economic base of the Town while improving access to quality open spaces and environmental amenities to improve the quality of life for Granite Quarry residents by enabling additional housing opportunities developed in accordance with the GQDO.

Part 3. Establishment of New Zoning Designation.

That Rowan County Parcels 404 104, PIN 5667-06-37-0724, and 404 154, PIN 5667-05-28-2884 as shown in Exhibits "A" and "B", attached hereto shall be designated "Single Family Residential - 2 (SFR-2)" on the Official Zoning Map. Said parcels consisting of approximately 77.55 acres in total.

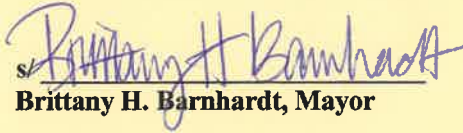
Part 4. Amendment of Future Land Use Map.

That Rowan County Parcel 404 104, PIN 5667-06-37-0724, as shown in Exhibit "A", attached hereto, shall be designated "Neighborhood" on the Future Land Use Map.

Part 5. Effective Date.

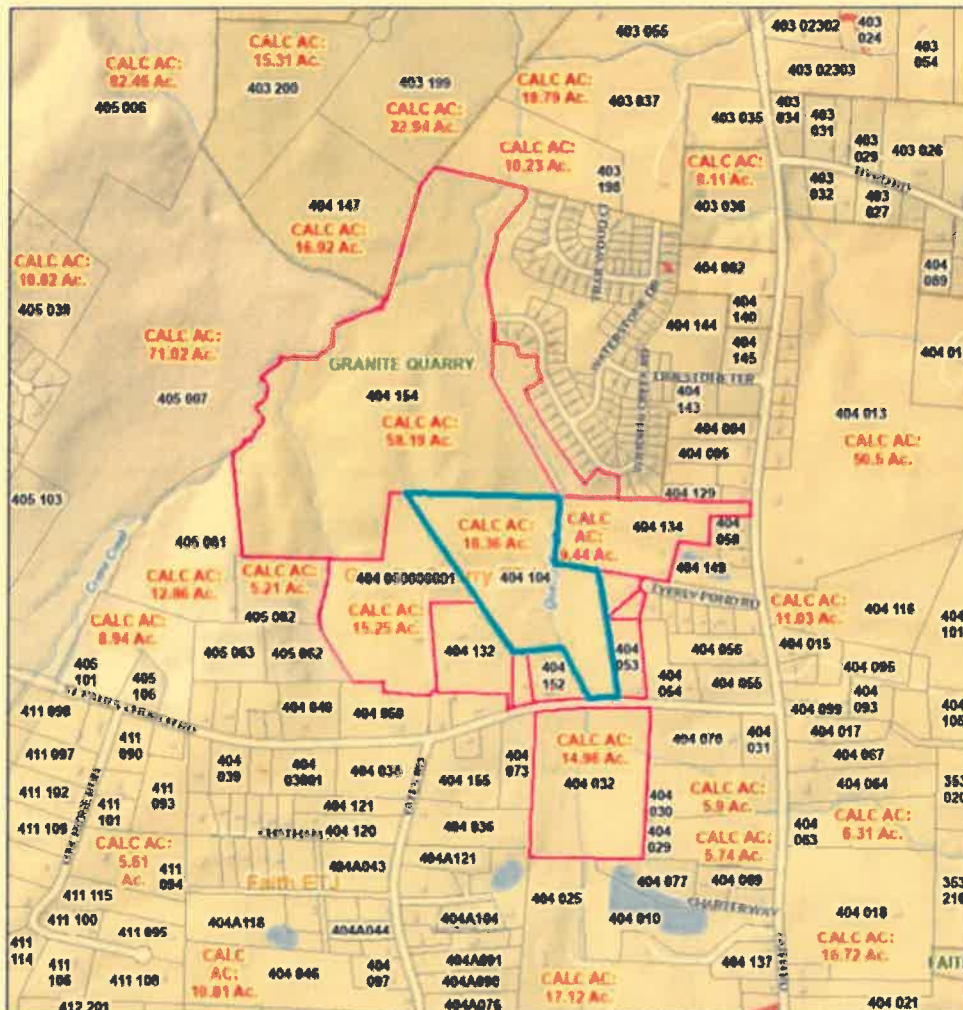
This Ordinance shall be effective at 12:01 AM on the 14th day of November 2023.

Adopted this 13th day of November 2023.


s/ Brittany H. Barnhardt
Brittany H. Barnhardt, Mayor


s/ Aubrey Smith
Aubrey Smith, Town Clerk

Exhibit "A"



Rowan County GIS

PARCEL ID: 404 104
PIN: 5667-06-37-0724

Owner Name:
BROWN ERRIN C & WF
BROWN ANDREA T
Mailing Address:
3156 FAITH RD

SALISBURY NC28146-7367
Property Address:
0 ST PAULS CHURCH RD

Tax District Code:112
Tax District: S SALISBURY
Land FMV: \$177,811
Land LUV: \$0
IMP FMV: \$0
Total Value:177811
Deed Ref: 1378/421/2021
Date Sold: 6/29/2021
Sale Amt: \$90,000
Legal Description:
18.98AC LT1

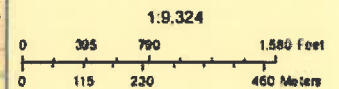
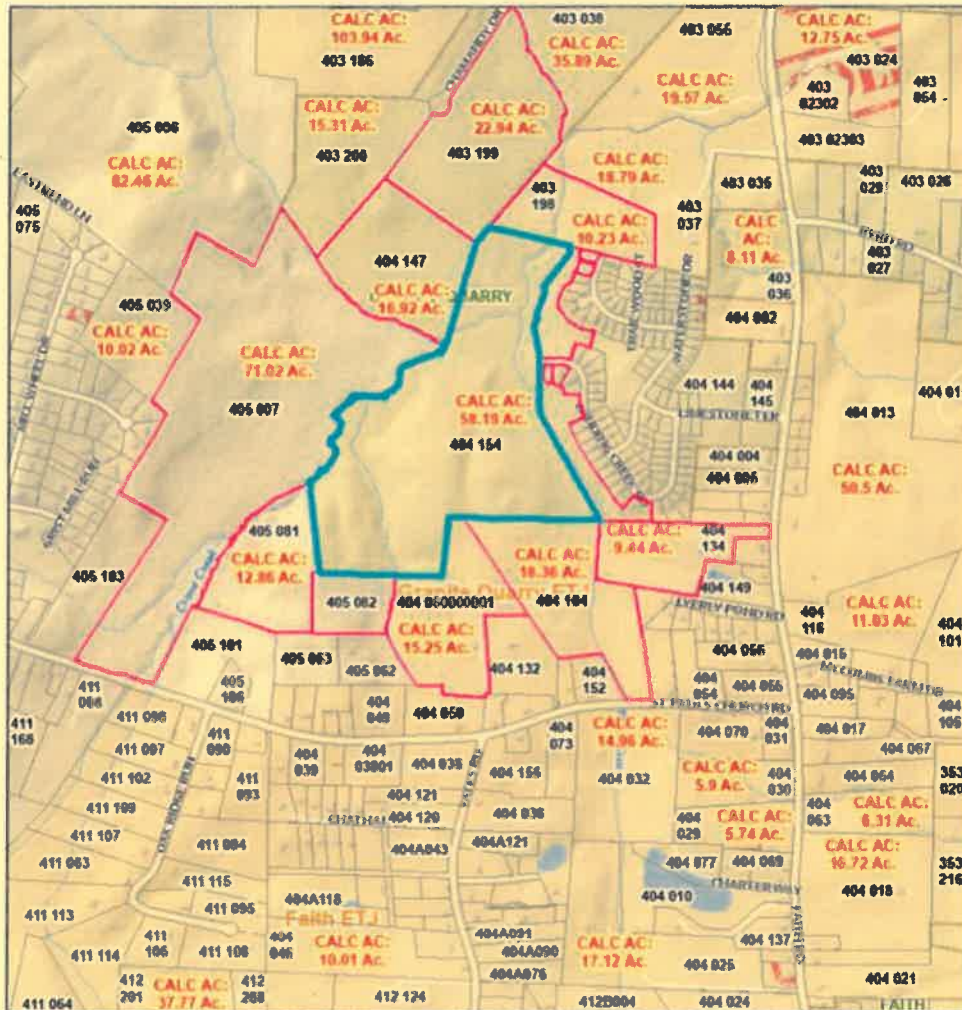


Exhibit "B"



Rowan County GIS

PARCEL ID: 404 154
PIN: 5667-05-28-2884

Owner Name:

Mailing Address:

Property Address:

Tax District Code:

Tax District:

Land FMV:

Land LUV:

IMP FMV:

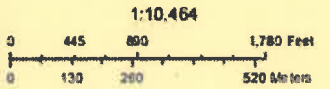
Total Value:0

Deed Ref: //

Date Sold:

Sale Amt:

Legal Description:





RESOLUTION 2023-07

A RESOLUTION OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ADOPTING A SOCIAL MEDIA TERMS OF USE AND COMMENT POLICY

WHEREAS, the Town of Granite Quarry recognizes the value in using social media to broaden communication regarding government services and facilitate greater resident engagement; and

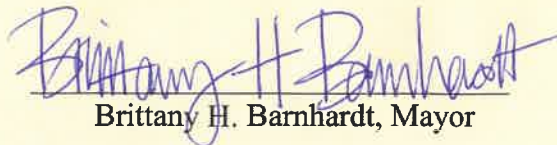
WHEREAS, the Town encourages the use of social media to further the goals of the Town and its departments, where appropriate, through dissemination of information about the Town's mission, meetings, activities, and current issues to members of the public; and

WHEREAS, the purpose of the Town's Social Media Terms of Use and Comment Policy is to set forth the Town's goals, policies, and procedures relating to the Town's presence on social media sites; and

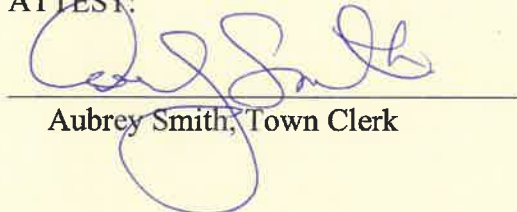
WHEREAS, public input, an important part of transparent and open government, is encouraged on the Town's social media sites, provided users of the sites adhere to the Social Media Terms of Use and Comment Policy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Granite Quarry hereby adopts and enacts the attached Social Media Terms of Use and Comments Policy.

RESOLVED, APPROVED, AND EFFECTIVE UPON ADOPTION BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE
13th **DAY OF** Nov. **2023.**


Brittany H. Barnhardt, Mayor

ATTEST:


Aubrey Smith, Town Clerk



2023-07
Social Media Terms of Use and Comment Policy

PURPOSE

Because many of our residents and other stakeholders utilize social media for news and communications, the Town of Granite Quarry has developed its own social media accounts, which help us inform the public about our work and mission. We rely on our own free speech rights to communicate our selected messages. Comments left on our social media sites reflect the views of the commenters not the opinions and positions of the Town, its officials, or its employees.

The Town of Granite Quarry is committed to fully complying with the freedom of speech clause of the First Amendment of the U.S. Constitution and other similar legal obligations surrounding free speech. Since we follow the law, there may be times when what some people perceive to be offensive comments left by members of the public will remain visible on our social media posts, if such comments are legally protected speech.

The Town of Granite Quarry has an important interest in assuring the accuracy and consistency of information associated with our social media sites. These terms and conditions establish guidelines for the public's use of our social media sites in a way that balances these values.

DEFINITIONS

1. "Social media" means digital content created by us and communicated on platforms that allow sharing, commenting, and engagement by the public. Examples of social media accounts we may use are Facebook, Twitter, Instagram, YouTube, and LinkedIn.
2. "Comments" include any digital content, information, links, images, videos, or any other form of communicative content posted in reply or response to a social media account post posted by us on one of our social media sites.
3. "User" means a member of the public who views or interacts with one or more of our social media accounts.

EXPECTATIONS

We ask commenters to consider that our social media feeds are a reflection of our Town and may be viewed by children and other impressionable people. Please avoid profanity, slurs, personal attacks, bullying, repeated or not relevant posts, or the sharing of false information.

ACCOUNTABILITY

The Town of Granite Quarry commits to regularly train its employees on this policy and relevant freedom of speech case law and also commits to hold employees accountable if they violate policy or law.

GENERAL GUIDELINES

1. These terms and conditions apply to all our social media sites. Where possible, a link to these terms and conditions will be made available as a hyperlink or posted as text somewhere on our social media accounts.
2. Users should know that social media posts we make, comments, replies to those posts, and any direct or private messages sent to us may be public records subject to applicable public records release.
3. Our social media accounts are not monitored 24/7 and no one should utilize our social media accounts to seek emergency services or for any official requests. Anyone in need of emergency help should call 9-1-1.
4. Official requests, individual complaints, concerns, or service requests will not be addressed via social media. Please utilize the Town website's [Report a Concern](#) feature or call 704-279-5596.
5. We do not guarantee we will respond to comments or messages sent on our social media accounts.

CONTENT MODERATION

1. **Limited Public Forum.** Our social media accounts are created and maintained as limited public forums under the caselaw pertaining to the freedom of speech clause of the First Amendment to the U.S. Constitution. We invite members of the public to view and, where possible and permitted, provide comments or other engagement on our social media posts. However, the law permits us to hide and/or delete comments that are not protected speech under the First Amendment and relevant case law, or which do not relate to the jurisdiction or authority of the Town. As a general rule, we will not hide and/or delete comments solely because such comments are critical of the Town of Granite Quarry or its officials; however, we may prohibit comments altogether on some or all social media sites, either now or in the future.
2. **Prohibited Content.** As indicated above, we may hide or delete:
 - a. Any content or comments that do not relate to the jurisdiction or authority of the Town.
 - b. Content or comments advocating or inciting violence, illegal activity, or direct criminal threats.
 - c. Profane or obscene language or content as determined by the profanity filters offered through each social media platform (such posts result in the comment/content being blocked through the social media's profanity filter).
 - d. Content that promotes, fosters, or perpetrates discrimination on the basis of race, creed, color, age, religion, gender, marital status with regard to public assistance, national origin, physical or mental disability, or sexual orientation, or any other protected class of people.

- e. Duplicate comments posted by the same author (the original post will be left intact assuming it follows the guidelines of acceptable comments or content).
 - f. Comments that contain a hyperlink to any website other than those controlled by the Town of Granite Quarry. This will be done without regard to the viewpoint of the comment containing such a link or the content of the site to which the link redirects. Excessive or repeated commercial advertising or postings, or which do not relate to the authority or jurisdiction of the Town.
 - g. Promotions or content related to political organizations of any type.
 - h. Advocation of illegal activity; or those that compromise safety or security of the public.
 - i. Comments that contain images or other content that violate the intellectual property or copyright rights of someone else, if the owner of that property notifies us that the property was posted in a comment on our social media account.
 - j. Confidential or non-public information, including but not limited to any personally identifiable medical information and any content that violates the legal rights of the owner of said content.
 - k. Comments containing or linking to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value.
 - l. Comments containing actual defamation against a specifically named person or organization, either as determined by a court or comments that are patently defamatory by easily discovered facts.
- 3. Retention.** When a comment containing any of the above content is posted to our social media account, a copy or electronic record of that content may be retained or archived pursuant to our records retention policy, along with a brief description of the reason the specific content was deleted. Once documented, the content will be removed, where possible, from our social media account.