



**TOWN OF GRANITE QUARRY
TOWN COUNCIL
REGULAR MEETING MINUTES
Monday, July 14, 2025 6:00 p.m.**

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

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

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

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

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

1. Approval of the Agenda

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

2. Approval of the Consent Agenda

A. Approval of the Minutes

- 1) Regular Meeting June 9, 2025
- 2) Special Meeting June 30, 2025

B. Departmental Reports

C. Financial Reports

D. Advisory Board and Committee Reappointments

E. Fiddlers Convention Sponsorship Request - \$200

F. Civitan Agreement for Fundraising

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

3. Public Comments- There were no public comments.

4. Town Manager's Update

Manager Hord shared highlights from the Town Manager's report in the agenda packet including the successful June Fish for Fun and Smoke Alarm Saturday. He thanked the Council on behalf of all staff for moving forward with the front office updates. The design work continues for the TAP project; there should be another update soon. The employee appreciation event was well attended and much appreciated. Grants continue for Civic Park update project.

Old Business
New Business

None

5. Annexation 2740 & 2620 Faith Road

A. Resolution Directing Clerk to Investigate

Mr. Flowe presented the petition from Brandt and Cherie Ronzello for voluntary annexation of contiguous properties. Mr. Flowe pointed out the location of the properties and stated the owner's reasons for the application. The properties have Granite Quarry zoning designation due to them being in the Town's ETJ.

ACTION: Council Member Linker made a motion to adopt Resolution 2025-07-14-1 directing the clerk to investigate a petition for annexation. Council Member Mack seconded the motion. The motion passed 4-0.

B. Certificate of Sufficiency

The certificate of sufficiency was entered into the record.

C. Resolution Setting Date for Public Hearing

ACTION: Council Member Mack made a motion to adopt Resolution 2025-07-14-2 setting the date for a public hearing regarding an ordinance for annexation. Council Member Linker seconded the motion. The motion passed 4-0.

6. Resolution Opposing Preemption of Local Government Zoning

Manager Hord introduced the resolution opposing preemption of local government planning and zoning in response to SB 205.

ACTION: Council Member Luhrs made a motion to adopt Resolution 2025-06 opposing legislative preemption of local government planning and zoning. Mayor Pro Tem Shelton seconded the motion. The motion passed 4-0.

7. Ordinance Amendment Transformational Projects Grant Funds CPO

A grant for \$100,000 has been received from the Cannon Foundation for the Civic Park improvements. The Capital Project Ordinance has been amended to reflect the funds.

ACTION: Mayor Pro Tem Shelton made a motion to accept the \$100,000 grant from the Cannon Foundation and amend Capital Project Ordinance 2023-01 to reflect the funds. Council Member Mack seconded the motion. The motion passed 4-0.

8. Discussion and Possible Action LWCF Grant

Manager Hord shared information about the LWCF grant including that it is a matching grant up to \$500,000. He stated that Benesch is able to complete the application for \$9,900 and asked the Council how they wished to proceed. There was consensus from the Council to move forward with Benesch preparing the grant application for a fee of \$9,900.

9. Training and Travel Request Fall NC Mayors Association Meeting

Mayor Barnhardt requested to attend the Fall NC Mayors Association meeting in Asheville. The costs associated with the request were presented to the Council for approval.

ACTION: Council Member Linker made a motion to approve the training and travel request for Mayor Barnhardt to attend the NC Mayors Association Fall meeting with costs as presented. Council Member Mack seconded the motion. The motion passed 4-0.

10. Council Comments

- Mayor Barnhardt recognized Attorney Zac Moretz for recently taking over the presidential role of the Concord Rotary. She reminded the Council that the Dragon Boat Festival will be held July 26th.
- Council Member Mack congratulated Mayor Barnhardt for being on the front page of the Salisbury Post. The article recognized her recent accomplishments and how she is following in Mayor Karen Alexander's footsteps.

Manager Hord asked if the Council would like to schedule another strategic planning meeting. The Council decided on September 4, 2025 beginning at 9am.

11. Announcements and Date Reminders

A. Friday	July 26		NCBEMO Conference
B. Saturday	July 27		NCBEMO Conference
C. Monday	August 4	6:00 p.m.	Planning Board
D. Monday	August 4	6:15 p.m.	Board of Adjustment
E. Tuesday	August 5	6:00 p.m.	National Night Out

12. Closed Session

Attorney-Client Privilege

ACTION: Mayor Pro Tem Shelton made a motion to go into closed session pursuant to NC Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. Council Member Mack seconded the motion. The motion passed 4-0.

The Council entered into closed session at 6:32 p.m.

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

The Council returned to open session at 6:53 p.m.

Mayor Barnhardt announced that no action was taken during the closed session.

Adjournment

ACTION: Council Member Mack made a motion to adjourn. Council Member Linker seconded the motion. The motion passed with all in favor. The meeting ended at 6:54 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk

STATE OF NORTH CAROLINA

ROWAN COUNTY

AGREEMENT FOR CIVIC PARK FUNDRAISING

THIS AGREEMENT FOR CIVIC PARK FUNDRAISING ("Agreement") is entered into as of the last date of execution hereof by and between TOWN OF GRANITE QUARRY, a North Carolina municipal corporation (the "Town"), and EAST ROWAN COMMUNITY SERVICE FOUNDATION., a North Carolina 501C3 non-profit Foundation(the "Foundation").

Foundation is a non-profit social and community service organization which has been active in Granite Quarry for over 50 years. Foundation wishes to conduct fundraising efforts for the purpose of providing additional funds for the general improvements currently underway at Granite Quarry Civic Park (the "Park"), for the benefit of the citizens of Granite Quarry. The Town welcomes the assistance of the Foundation, but since the Town is highly regulated, it cannot accept funds from the Foundation unless the Foundation enters into this Agreement. The parties now wish to set forth their agreement as to the same, upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, to the parties in hand paid, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound hereby, the parties hereby agree as follows:

1. The Foundation may undertake fundraising to provide additional funds to the Town for the improvement of the Park. The fundraising efforts shall be made solely on behalf of the Foundation and not as an agent of or on behalf of the Town. The Foundation is not authorized to represent the Town or speak on its behalf or bind it in any way and will make no warranties or representations on behalf of the Town, other than to inform all donors or potential donors that the Town has agreed to use all funds donated toward improvements for the Park. The Foundation will ensure that any printed or electronic materials which will be disseminated for this fundraising effort by the Foundation make clear that the effort is by the Foundation only and do not suggest that the fundraising effort is on behalf of the Town or "official" or otherwise endorsed by the Town.

2. The Foundation agrees that all funds raised with reference to the Park or where the communications with the donor indicated that any funds donated would be used for the Park, will in fact be donated to the Town, and that the Foundation will retain no portion of any such funds, nor will they be paid to any person or entity other than the Town.

3. No donations may be restricted by the donor for any particular use or expenditure other than for the improvement of the park generally. The Town shall not be bound by any commitment by the Foundation that any particular donation will be used in any particular manner other than for the improvement of the park generally.

4. The Foundation shall follow all applicable laws and regulations applicable in general to fundraising and in particular to fundraising by North Carolina non-profit organizations. The Town will not accept any funds from any person who is not a United States citizen or permanent resident or any entity not organized within the United States. The Foundation will provide receipts to all

donors and will provide an accounting to the Town whenever any funds are donated to the Town, which includes the identity and address of all donors. The Town reserves the right to return or refuse any funds which it identifies as being ill-gotten or from a person or entity with which the Town is unwilling to be associated.

5. The Town has made no warranties or representations to the Foundations for the deductibility or tax effect of any donations made to the Foundation by the Foundation to the Town. The Foundation and all donors must consult their own financial advisors with regard to the same.

6. The Foundation understands that the Town cannot necessarily guarantee the exact use of any funds provided, otherwise they will be used for the improvement of the Park. Should the Foundation wish to fundraise for a particular amenity and have its name associated with the same, that would be the subject of a separate legal agreement; such is not contemplated by this Agreement.

7. The Foundation shall fundraise in a non-discriminatory manner and will follow all local, state and federal laws with regard to equal opportunity.

8. The Town agrees that any funds provided by the Foundation will be in addition to the Town's already-budgeted funds for the improvements to the Park and that the Foundation's funds will not be used simply to replace already-budgeted resources.

9. The Town acknowledges that the Foundation has not guaranteed that it will raise or donate any particular dollar amount.

10. All funds collected by the Foundation will be donated to the Town no later than June 30, 2027, and this Agreement shall terminate at such time unless extended by the mutual agreement of the parties in writing.

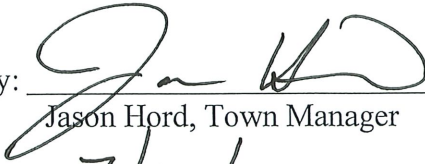
11. The Foundation warrants and represents that this Agreement has been reviewed and authorized by its Board of Directors which has authorized its President and one other officer to execute it.

12. The Foundation agrees to defend, indemnify, reimburse and hold the Town harmless from and against all damages, claims, losses, liabilities, costs and expenses (including, without limitation, legal fees) directly or indirectly incurred by the Town in connection with its services under this Agreement to the extent arising out of acts or omissions constituting breach of this Agreement, negligence, fraud or willful misconduct on the part of the Foundation, its members, managers, officers, directors, agents and employees. This defense, indemnity, reimbursement and holding harmless shall continue notwithstanding the expiration or earlier termination of this Agreement for the applicable statute of limitations period.

13. This Agreement is not intended to and does not create a partnership, joint venture or any other business relationship between the parties. The rights and obligations of the parties hereunder shall not be assigned or delegated without the prior written consent of all parties hereto. This Agreement represents the entire agreement between the parties hereto and supersedes any and all prior oral, written or other communications, representations and understandings between the parties with respect to the subject matter hereof. This Agreement may be executed electronically, and the parties agree to conduct business by electronic means.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by authority duly effective of the day and year last below written.

TOWN OF GRANITE QUARRY, a North Carolina municipal corporation

By: 
Jason Hord, Town Manager

Date: 7/15/25

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of money to fall due under this agreement, if any, within the current fiscal year has been made by an appropriation duly authorized.


Town Finance Officer

7/15/25
Date

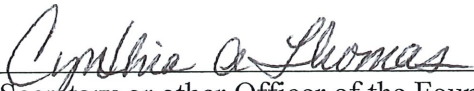
East Rowan Community Service Foundation., a North Carolina 501c3 non-profit corporation

By: 
President CLARENCE

Printed name: FRANKLIN MERRELL

Date: 30 JUL 25

ATTEST:


Secretary or other Officer of the Foundation Board

Printed name: Cynthia A Thomas

Title: Treasurer

**Resolution Directing the Clerk to Investigate an
Annexation Petition Pursuant to
Article 4A of G.S. 160A Governing Contiguous Annexations**

Resolution #RES-2025-07-14-1

WHEREAS, a petition requesting annexation of an area described in said petition was received on the 4th day of June, 2025 by the Town of Granite Quarry; and

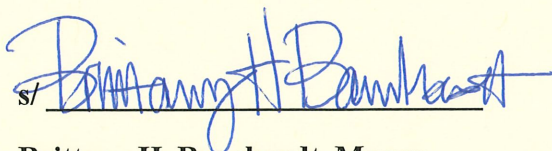
WHEREAS, N.C.G.S. Chapter 160A, Article 4A, Part 1 provides that the sufficiency of the petition shall be investigated by the Town Clerk of the Town of Granite Quarry, North Carolina before further annexation proceedings regarding the petition can take place; and

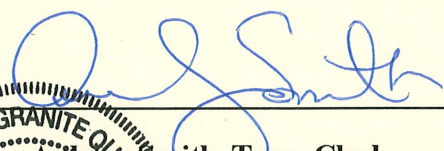
WHEREAS, the Mayor and Town Council of the Town of Granite Quarry, North Carolina deems it advisable to direct the Town Clerk to investigate the sufficiency of the petition in accordance with N.C.G.S. 160A-31;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition under N.C.G.S. Chapter 160A, Article 4A, Part 1 and to certify as soon as possible to the Mayor and Town Council of the Town of Granite Quarry the result of the investigation.

ADOPTED this the 14th day of July 2025

s/ 
Brittany H. Barnhardt, Mayor

s/ 
Aubrey Smith, Town Clerk

The seal is circular with a dotted border. The text "TOWN OF GRANITE QUARRY" is written along the top inner edge, and "GRANITE QUARRY NORTH CAROLINA" is written along the bottom inner edge. In the center, the words "OFFICIAL SEAL" are printed.

TOWN OF GRANITE QUARRY, NORTH CAROLINA

Certification of Sufficiency of Petition of Contiguous Annexation

Date: July 14, 2025

To the Mayor and Town Council of the Town of Granite Quarry, North Carolina:

I, Aubrey Smith, Town Clerk of the Town of Granite Quarry, North Carolina, do hereby certify that the request for voluntary annexation by the owners of real property located at:

2740 and 2620 Faith Road, (Rowan County Parcel ID 403 198 and 403 037) has been investigated for sufficiency for voluntary annexation.

The result of the investigation of this petition has been found to be sufficient under North Carolina General Statute 160A-31.


Aubrey Smith, Town Clerk

**Resolution Fixing the Date of Public Hearing on Question of
Annexation Petition Pursuant to
Article 4A of G.S. 160A Governing Contiguous Annexations**

Resolution #2025-07-14-2

WHEREAS, a petition pursuant to N.C.G.S. Chapter 160A, Article 4A, Part 1 requesting annexation of the area described herein has been received; and

WHEREAS, the Mayor and Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

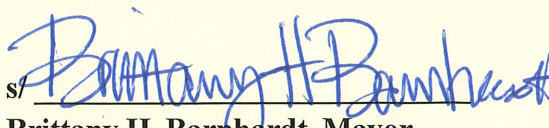
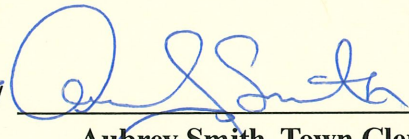
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Granite Quarry Town Hall, Monday, August 11, 2025, at 6:00 PM or as early thereafter as the agenda progression allows, at the Granite Quarry Town Hall, 143 N. Salisbury Avenue, Granite Quarry, NC 28146.

Section 2. The area proposed for annexation is described as follows:
See Attached Map(s) showing the parcels lying outside of the Town Limits (Attachment A) and a plat of said parcel(s) being that areas labeled "NEW LOT 1A" and "0.40 ACRES TO BE ANNEXED" appearing in Attachment B.

Section 3. Notice of the public hearing shall be published in the Salisbury Post newspaper as required by law.

ADOPTED this the 14th day of July 2025

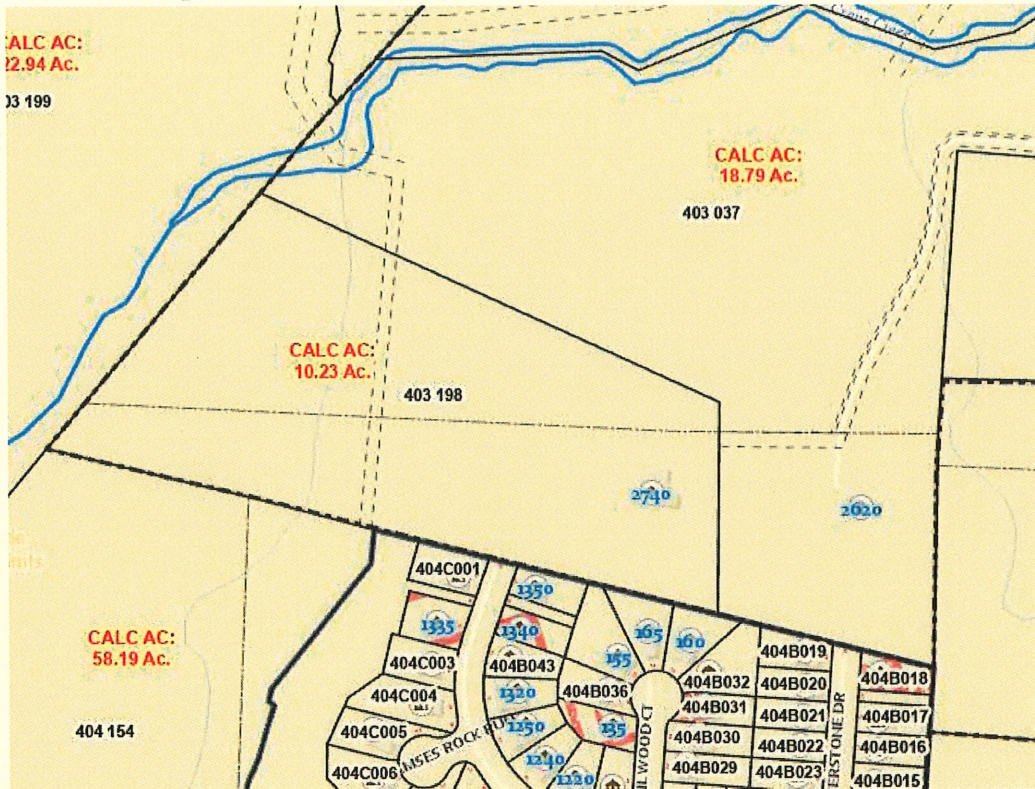
s/  s/ 
Brittany H. Barnhardt, Mayor Aubrey Smith, Town Clerk



Resolution #2025-07-14-2

Attachment "A"

Location Map from Rowan County GIS showing parcels 403 198 and 403 037:



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Resolution #2025-07-14-2

Portion of Parcel 403 198 and Parcel 403 037 being the areas labeled “NEW LOT 1A” and “0.40 ACRES TO BE ANNEXED” appearing below:





RESOLUTION 2025-06

A RESOLUTION OPPOSING LEGISLATIVE PREEMPTION OF LOCAL GOVERNMENT PLANNING AND ZONING

WHEREAS, multiple bills have been introduced in the 2025 session of the North Carolina General Assembly that undermine the fundamental authority for local planning and zoning and the ability of local elected officials to manage community growth as expressed by Granite Quarry's Comprehensive Land Use Plan; and

WHEREAS, these bills have been introduced without consultation with Granite Quarry's municipal elected officials, planning staff, or local constituents regarding the negative impact they will have on community growth, property values, preserving community character, and sound community planning; and

WHEREAS, these bills usurp current town planning and zoning ordinances that promote the health, safety, and general welfare of the residents of the Town of Granite Quarry through its thoughtful and deliberate approach to manage growth as expressed in a number of our local planning documents including the town's Comprehensive Land Use Plan, Parks Master Plan, and other adopted plans; and

WHEREAS, local governments have historically been the final guardian of the rights of the people, and local government zoning has made in-person attendance and comments easier for proponents and opponents of zoning decisions thereby allowing citizens to participate in matters that affect them through the Public Hearing Process; and

WHEREAS, this legislation would largely undo years of thoughtful and consistent local land-use planning and regulation, remove necessary local regulatory standards, and in many cases, allow unregulated development inconsistent with current local planning and zoning ordinances; and

WHEREAS, Granite Quarry and all municipalities and counties provide essential services when growth is predictable and well managed to avoid increases in property taxes, utility rates, and cost associated with strong insurance ratings and some planning and development standards must be implemented; and

WHEREAS, while workforce housing and overall affordability is a priority among many towns, cities, and counties across our great state, true affordability must be viewed to include all aspects of housing costs through planning and development standards; and

WHEREAS, this legislation imposes inflexible rules statewide without regard to the differences between North Carolina's small towns and larger cities and how these rules will affect each community differently, often with negative consequences; and

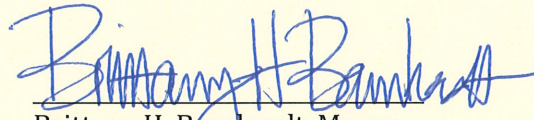
WHEREAS, proposed changes in the local planning and zoning approval process will severely restrict or destroy the ability for residents to participate in the planning and zoning process; and

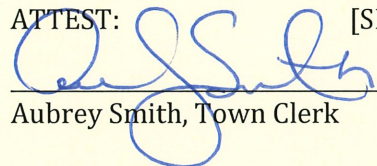
WHEREAS, provisions in this legislation will subject local elected and appointed officials to the threat of legal retribution, having the chilling effect of discouraging well-intentioned individuals from serving in public office.

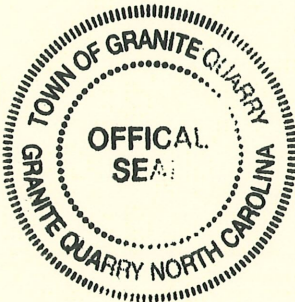
NOW, THEREFORE, BE IT RESOLVED, that the Granite Quarry Town Council urges the sponsors of this legislation to reconsider SB205 and Granite Quarry's local legislators to oppose SB205 and consult with local municipalities to develop meaningful and appropriate solutions that do not usurp local authority and to respect the interest of the residents they represent.

BE IT FURTHER RESOLVED that the Granite Quarry Town Council calls upon local elected officials and residents across the state to voice their concerns to the North Carolina General Assembly and advocate for the preservation of local planning and zoning authority that aligns with local community values and sound long-term development goals.

Adopted this 14th day of July 2025.


Brittany H. Barnhardt, Mayor

ATTEST:  [SEAL]
Aubrey Smith, Town Clerk





CAPITAL PROJECT ORDINANCE

2023-01

TOWN OF GRANITE QUARRY, NC TRANSFORMATIONAL PROJECTS

BE IT ORDAINED by the Governing Board of the Town of Granite Quarry, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted, *as amended July 14, 2025*:

Section 1: The Project authorized is for “Transformational Projects”, generally defined by the Council for the purposes herein to mean rare or even once-in-a-generation opportunities to advance Town projects that otherwise have not been possible through traditional Town funding or resources.

In Fiscal Years 2022 and 2023 the Town received \$959,916.71 through American Rescue Plan Act funding, which it elected to expend under the standard allowance for the provision of government services authorized by 31 CFR Part 35.6(d)(1). While this amount was specifically used to reimburse the Town for qualifying salaries during the pandemic, the Council had chosen to use this same amount of funds as the basis for Transformational Projects it wishes to see achieved within the Town limits.

Section 2: The officers of this unit of government are hereby directed to proceed with the capital project within the terms of this project ordinance and the budget contained herein.

Section 3: The following amounts are appropriated for this project:

Civic Park Improvements*	\$	1,490,595
Transfer to TAP Project – GQ Match		110,000
Contingency		14,322
Total Appropriations	\$	<u>1,614,917</u>

**Includes Professional Services, Supplies & Equipment, and Construction*

Section 4: The following revenues are appropriated for this project:

Fund Balance Appropriated	\$	959,917
PARTF Grant		500,000
Cannon Foundation Grant		100,000
Woodson Foundation Grant		20,000
Robertson Family Foundation Grant		35,000
Total Revenues	\$	<u>1,614,917</u>

Section 5: The Finance Officer is directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of all state and federal regulations.

Section 6: Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7: The Finance Officer is directed to report on the financial status of each project element in Section 3 of this ordinance on a quarterly basis.

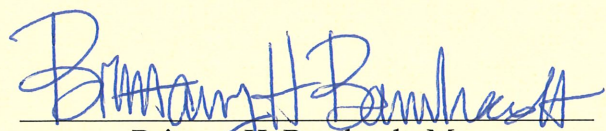
Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board until this project is complete.

Section 9: A copy of this capital project ordinance shall be entered into the Governing Board's meeting minutes, and within five days after adoption, copies shall be filed with the Finance Officer, Budget Officer, and in the Office of the Town Clerk for direction in carrying out this project.

Amended the 14th day of July, 2025



(Seal)


Brittany H. Barnhardt, Mayor

Attest:


Aubrey Smith, Town Clerk