

June 6, 2016

The Randolph County Board of Commissioners met in regular session at 6:00 p.m. in the 1909 Randolph County Historic Courthouse Meeting Room, 145 Worth Street, Asheboro, NC. Commissioners Frye, Haywood, Kemp, Lanier and Allen were present. Also present were County Manager Hal Johnson; Finance Officer Will Massey; County Attorney Ben Morgan; County Staff Attorney Aimee Scotton; Amanda Varner, Clerk to the Board; and Dana Crisco, Deputy Clerk to the Board. Dr. Bob Shackelford, RCC President, gave the invocation and everyone recited the pledge of allegiance.

(The recognition of the 2016 State 2-A Golf Champion Justin Emmons will be rescheduled.)

### **Special Recognition – State 3-A Track and Field High Jump Champion**

Chairman Frye recognized the 2016 State 3-A Track and Field High Jump Champion Maci Bunting, a junior at Asheboro High School, and a Certificate of Recognition was presented.

### **Public Comment Period**

Pursuant to N.C.G.S. § 153A-52.1, Chairman Frye opened the floor for public comment. County Attorney Ben Morgan read aloud the Rules of Procedure for Public Comment Period.

**Alan Ferguson**, 4794 Troy Smith Rd., Liberty, spoke about the repayment of PetPro Resources, LLC grant money. He mentioned having questions about the issue such as how much is to be paid and how that amount was determined as well as if any negotiation with the state has occurred. He said he looked at the bankruptcy filed in Wisconsin and the County is not listed as a creditor. As a concerned citizen, he urged the Board to be cautious in the future when approving these types of grants.

Commissioner Frye thanked Mr. Ferguson and stated that after 30 years, this was the first grant that had come back against the County and would be addressed later in the meeting.

### **Additions to Consent Agenda**

With general consent of the Board, Chairman Frye announced the following additions to the Consent Agenda: item L. *Set a Public Comment Period for 2016 Multi-Jurisdictional Multi-Hazard Mitigation Plan for 6:15 p.m. on July 11, 2016*, item M. *Approve Budget Amendment for Tourism Development Authority—Occupancy Tax Distributions*, and item N. *Approve Agreement with Piedmont Triad Water Authority*.

### **Consent Agenda**

*On motion of Haywood, seconded by Allen, the Board voted unanimously to approve the Consent Agenda, as amended, as follows:*

- *approve minutes of the 5/2/16 regular meeting & 5/17/16 special meeting;*
- *reappoint David Jarrell to the Randolph County Board of Social Services;*
- *appoint Ruth Scanlan, Toni Welch, Tracey Murphy, and Martha Ogburn and reappoint W. McDuffy Johnson, Betty Hunt, Carolyn Vickery, Deborah Marcus, Rev. Brian Gawf, Elizabeth Mitchell, Emma Washington, Hal Johnson, Joy Ratliffe, Arey Rash, Kendria*

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*Eckard, Ann Hoover, Donald Monroe, William Neely, Tyler Keziah and John McCormick to the Randolph County Aging Services Planning Committee;*

- *appoint David Wall, Edwina Ashworth, and Judge Lee Gavin and reappoint Debbie McKenzie, Lucy Dorsey, Suzanne Dale, and Celena Fleming to the Randolph County Juvenile Crime Prevention Council;*
- *reappoint Libby Frye to the Randolph County Adult Care Home Community Advisory Committee;*
- *appoint Jane Gerringer to the Randolph County Nursing Home Community Advisory Board;*
- *appoint Melissa Walker to the Regional Partnership Workforce Development Board;*
- *approve Budget Amendment #33 for Public Works – Transfer Station Operations and Billing, as follows:*

<b>2015-2016 Budget Ordinance General Fund—Budget Amendment #33</b>		
<b>Revenues</b>	<b>Increase</b>	<b>Decrease</b>
<i>Sales and Service</i>	\$350,000	
<b>Appropriations</b>	<b>Increase</b>	<b>Decrease</b>
<i>Public Works</i>	\$350,000	

- *adopt Resolution in Support of the reconstruction of Ludlum Lane into a service road to provide access to residential properties and the Scott Rush Athletic Field used by the community and Uwharrie Charter School, as follows:*

***Resolution in Support of the Reconstruction of Ludlum Lane into a Service Road Providing Access to Uwharrie Charter Academy’s Athletic Facilities and Adjacent Residential Properties***

***WHEREAS***, *Uwharrie Charter Academy currently leases and is purchasing property on Ludlum Lane in Cedar Grove Township where the Scott Rush Athletic Field is located; and*

***WHEREAS***, *the charter school has invested several hundred thousand dollars in the upgrading and improvement of this facility; and*

***WHEREAS***, *the facility is also open for the use and enjoyment of all members of the Randolph County community; and*

***WHEREAS***, *the property is currently accessed from Mack Road and Southmont Road along Ludlum Lane, a road which also is used by several private residences for access to their property; and*

***WHEREAS***, *the construction and permanent routing of the Southern Loop beltway will cut off access from Southmont Road, and will evidently curtail or severely restrict access from Mack Road, so as to negatively impact access and use of the Athletic Field property along Ludlum Lane; and*

***WHEREAS***, *expansion of Ludlum Lane to act as a service road along the right-of-way of the Southern Loop would guarantee access to and facilitate the use of all properties in the area; and*

**WHEREAS**, such a service road will allow safe entrance and access to facilities and residential homes for public safety vehicles and personnel; and

**WHEREAS**, unrestricted community access to the athletic facilities would bring additional revenue and visitors to southern Randolph County; and

**WHEREAS**, NCDOT Engineers have provided a draft for Project Reference Number R-2536 to address these concerns.

**NOW, THEREFORE, BE IT RESOLVED** that the Randolph County Board of Commissioners hereby supports the reconstruction of Ludlum Lane into a service road designed to provide access to Uwharrie Charter Academy’s athletic facilities and all residential properties impacted by construction of the Southern Loop of the Hwy 64 Bypass, and asks the North Carolina Department of Transportation to adopt and provide for the same;

- approve Budget Amendment #34 for Tax Department—Tax Refunds, as follows:

<b>2015-2016 Budget Ordinance General Fund—Budget Amendment #34</b>		
<b>Revenues</b>	<b>Increase</b>	<b>Decrease</b>
Property Taxes	\$240,000	
<b>Appropriations</b>	<b>Increase</b>	<b>Decrease</b>
Tax	\$240,000	

- approve Budget Amendment #35-Article 46 Sales Tax Collections for RCC Capital Project, as follows:

<b>2015-2016 Budget Ordinance General Fund—Budget Amendment #35</b>		
<b>Revenues</b>	<b>Increase</b>	<b>Decrease</b>
Sales Taxes	\$75,000	
<b>Appropriations</b>	<b>Increase</b>	<b>Decrease</b>
Transfer to RCC Capital Project	\$75,000	

- set a public comment period for the citizens to comment on the 2016 Multi-Jurisdictional Multi-Hazard Mitigation Plan for 6:15 p.m. on July 11, 2016;
- approve Budget Amendment #36 for Tourism Development Authority-Occupancy Tax Distributions, as follows:

<b>2015-2016 Budget Ordinance General Fund—Budget Amendment #36</b>		
<b>Revenues</b>	<b>Increase</b>	<b>Decrease</b>
Other Taxes	\$50,000	
<b>Appropriations</b>	<b>Increase</b>	<b>Decrease</b>
Other Economic and Physical Development Appropriations	\$50,000	

- approve amendment to the Joint Governmental Agreement with Piedmont Triad Water Authority, as follows:

### **AMENDED AND RESTATED JOINT GOVERNMENTAL AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 and is among **PIEDMONT TRIAD REGIONAL WATER AUTHORITY** (the “Authority”), an authority created under N.C.G.S. § 162A-3.1, and the following: **CITY OF ARCHDALE, CITY OF GREENSBORO, CITY OF HIGH POINT, TOWN OF JAMESTOWN, CITY OF RANDLEMAN, and COUNTY OF RANDOLPH** (collectively, the “Members”).

#### Background Statement

The parties hereto entered into a Joint Governmental Agreement dated September 18, 1987 (the “1987 Agreement”), pursuant to which the Members agreed, among other things, to provide funds to the Authority to acquire land and construct Randleman Dam, a reservoir and related facilities. The 1987 Agreement also provided that financing of the first phase (12 MGD capacity) of a water treatment plant (the “Water Treatment Plant”) and related facilities would be financed with revenue bonds (together with future Authority revenue bonds, the “Revenue Bonds”) of the Authority and contemplated that debt service on the Revenue Bonds, as well as the Authority’s operating costs, would be funded through payments from the Members to the Authority. To that end, the parties entered into a Joint Governmental Agreement in 2007 (the “2007 Agreement”) that supplemented and amended the 1987 Agreement. In connection with an expansion of the treated water production capacity of the Water Treatment Plant (the “Expansion”), the parties are entering into this Agreement, which amends and restates the 2007 Agreement. Also, the City of Archdale has by separate agreement purchased a portion of Randolph County’s ultimate ownership allocation, which requires changing the percentages for those Members on Exhibit C.

#### The Agreement

The parties agree as follows:

1. **Members’ Rights Concerning Treated Water.** Upon completion of the Expansion, each Member shall have the right to receive monthly from the Authority, and the Authority shall make available monthly to each Member at the connection between its pipelines and those of the Members, the percentage of the Authority’s initial 12 MGD of treated water corresponding to the percentage indicated for that Member as a Firm Allocation on Exhibit A plus the percentage of the Authority’s additional treated water resulting from the Expansion corresponding to the percentage indicated for that Member as a Expansion Firm Allocation on Exhibit D. Members shall have the right to produce their own treated water and to buy treated water from parties other than the Authority, including other Members. Members shall also have the right to sell to other parties (including other Members) (i) treated water (regardless of its source) and (ii) rights to receive treated water from the Authority, but in neither event shall the obligations hereunder be altered, except to the extent the selling Member’s obligations hereunder have been actually discharged by the buyer. Upon request of any Member, the Authority shall increase production of treated water by the Water Treatment Plant if (i) the Authority determines that such expansion is technically and economically feasible applying prudent utility practice standards and (ii) the Members wanting to receive a portion of the increased production agree to their respective percentages thereof.

2. **Payments by Members to the Authority.** *In connection with the Expansion, Exhibit B is being revised (to reflect that Greensboro and High Point provided funds under the second paragraph of Section 2(b) for the Revenue Bond-financed first phase of the Water Treatment Plant) and Exhibits D and E are being added to this Agreement. Such Exhibits shall take effect under this Section 2 on and after the date treated water is first delivered pursuant to the Expansion and shall also apply prior to that date with respect to any expenditures incurred by the Authority as a result of the Expansion.*

*As payment for treated water delivered or made available by the Authority or expected to be delivered or made available by the Authority, the Members shall pay the Authority as follows (regardless of whether treated water is actually available or taken):*

(a) *By the 15th day of each month each Member shall pay to the Authority its share, as indicated below, of the Authority's total expenditures ("Water Treatment Expenditures") for the previous month, other than Authority expenditures described elsewhere in this Section 2 (such shares being Member "Water Treatment Obligations"). The Members shall be obligated to pay the Authority for its Water Treatment Expenditures relating to their respective Firm Allocations on Exhibit A and their respective Expansion Firm Allocations on Exhibit D regardless of whether those allocations are actually taken. The Expansion Firm Allocations are 25% of the Total Expansion Allocations, as indicated on Exhibit D. The Members shall be obligated to pay the Authority for its Water Treatment Expenditures relating to their respective Excess Allocations on Exhibit D only to the extent they actually take those allocations. The Members shall be billed by the Authority for Water Treatment Expenditures at the prevailing per 1,000 gallon rate, as determined by the Authority on an annual basis. The calculation of the billed volume of water a Member has taken per day shall be made each calendar month, based on the average amount of water taken per day during that month.*

*In August of each year each Member shall pay to the Authority its share of the Authority's total administration expenditures for that fiscal year (the "Administration Obligations"). The Members' shares of the Authority's administration expenditures shall be the percentages on Exhibit C.*

*Subject to the provisions of Section 6, upon notice from the Authority that a Member has not made its Administration Obligation or Water Treatment Obligation payment in full, each other Member shall promptly pay to the Authority as additional Administration Obligation or Water Treatment Obligation payments its pro rata share (based on its percentage of the total amount due from Members (other than the defaulting Member) under the first paragraph of this subsection (a)) of the defaulted amount, except that no Member shall be obligated to pay more than 150% of the amount due from it under the first paragraph of this subsection (a). Such payments shall not affect the obligations of the defaulting Member; and if defaulted amounts are subsequently received or collected from the defaulting Member, such amounts (including interest thereon) shall be paid to the Members making up the defaulted amounts based on their respective percentages thereof.*

(b) (i) *Except as provided in the following paragraph, each Member shall pay, by 10:00 a.m. two business days before due from the Authority, its percentage as indicated on Exhibit B of any amounts due from the Authority to the trustee for the holders of the Revenue Bonds, including, without limitation, amounts due for debt service and debt service reserve fund maintenance with respect to the Revenue Bonds; and (ii) if any Member fails to pay in full the amount owed by it under clause (i), each Member shall pay, subject to the provisions of Section 6, by 10:00 a.m. on the day due from the Authority, each Member's pro rata share (based on the*

percentages in Exhibit B, excluding the percentage for the defaulting Member) of the defaulted amount, except that no Member shall be obligated to pay more than 150% of the amount due from it under clause (i) (collectively, the “Debt Service Obligations”).

Any Member shall be excused in whole or in part from the Debt Service Obligations described in clause (i) above with respect to any series of Revenue Bonds to the extent that it provides to the Authority an amount equal to its share (based on the percentages in Exhibit B) of the costs (other than expected issuance costs and debt service reserve fund and capitalized interest funding) otherwise to be financed by that series of Revenue Bonds, and does so at least two months before the scheduled issuance of those Revenue Bonds. In that case, the other Members’ Exhibit B percentages shall be adjusted accordingly. It is anticipated that Exhibit B will be revised with each issuance of Revenue Bonds after the initial issuance of Revenue Bonds.

(c) Each Member shall pay its share of the capital costs of the Expansion based on the percentages indicated on Exhibit E. The Authority shall bill for such costs annually and upon completion of the Expansion.

(d) Exhibits A, B, C, D and E represent (and any future amendments thereto will represent) a good faith effort by the parties to allocate the Water Treatment Obligations, Administration Obligations and Debt Service Obligations (collectively, the “Payment Obligations”) fairly among the Members based on their present and expected future requirements for treated water from the Authority and their long-term benefits from the improvements financed with the Revenue Bonds. The Authority shall determine all amounts referred to above in this Section 2 and shall give timely notice thereof to the Members.

(e) Each Member shall budget for and appropriate amounts sufficient to satisfy its Payment Obligations (subject to the limitations imposed by Section 3). Except as provided in Section 3, the Payment Obligations shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms hereof and without abatement or reduction under all circumstances whatsoever, including whether or not any facility of the Authority is completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of any such facility or the treated water contracted for, and that such obligations shall not be subject to any reduction, whether by offset or otherwise, and shall not be conditioned upon the performance or nonperformance of the Authority or any Member under this Agreement or any other instrument. Amounts not paid when due shall bear interest until paid at any interest rate to be determined from time to time by the Authority. The second sentence of Section 3 of the 1987 Agreement is deleted therefrom.

3. **Limited Nature of Payment Obligations.** Each Member shall satisfy its Payment Obligations from its revenues (the “Water and Sewer Revenues”) from the operation of its water system and its sanitary sewer system (“Water and Sewer System”), if it has one; or if such revenues are not sufficient therefor may satisfy its Payment Obligations from any moneys except moneys derived from any exercise by the Member of its taxing powers. The Payment Obligations are unsecured and do not constitute or result in any direct or indirect pledge of the taxing power of the Members.

4. **Generation and Protection of Member Water and Sewer Revenues.** Each Member has not pledged or encumbered and will not pledge or encumber its Water and Sewer Revenues or if it has or does, any such pledge or encumbrance will apply only to Water and Sewer Revenues remaining after payment of its Water and Sewer System current expenses, expressly including its Payment Obligations. Each Member (other than the County of Randolph, so long as it does not have a Water and Sewer System) shall operate its Water and Sewer System

*as one or more enterprise funds and charge rates and fees such that sufficient Water and Sewer Revenues are generated to pay all costs of operating and financing its Water and Sewer System and satisfying its Payment Obligations. So long as it does not have a Water and Sewer System, the County of Randolph shall maintain unencumbered revenues derived from sources other than exercise of its taxing powers sufficient to satisfy its Payment Obligations.*

5. **Other Covenants.** *The parties will not take any action, fail to take any action or permit any action to be taken that would jeopardize the exemption of interest on the Revenue Bonds from gross income for federal income tax purposes (unless such Revenue Bonds were not intended to be federally tax-exempt when issued). The Authority shall:*

(a) *comply with the provisions of the documents pursuant to which the Revenue Bonds are issued;*

(b) *make all its records, documents and facilities available to the Members for inspection; and*

(c) *use its best reasonable efforts to deliver treated water to the Members at the times and in the amounts requested by the Members, subject to the limits described in Section 1.*

(d) *provide each Member with sufficient opportunity to review and comment on any Water Treatment Plant expansion or related capital improvement project undertaken by the Authority, and that the cost of any of such capital project will be allocated among the Members in an equitable manner based on the respective benefits received by each Member in the manner provided in Section 2(d) hereof; and*

(e) *provide each Member with sufficient opportunity to review and comment on the Authority's annual operating and capital improvements budgets prior to adoption by the Authority.*

6. **Remedies; Assuming Rights of Defaulting Members; Third Party Beneficiaries.** *The parties acknowledge that they may have no adequate means to protect their rights under this Agreement other than by securing an injunction (i.e., a court order prohibiting a Member from violating this Agreement). The parties may enforce this Agreement by obtaining a preliminary and permanent injunction and any other appropriate equitable relief in any court of competent jurisdiction. The parties acknowledge that termination of rights of a defaulting Member hereunder and the recovery of damages will not be an adequate means to redress a breach of this Agreement, but nothing in this Section shall prohibit the parties from pursuing any remedies in addition to injunctive relief, including termination of rights hereunder and recovery of damages. Section 7 of the 1987 Agreement is deleted therefrom. If a Member's rights hereunder are terminated due to default, other Members may assume all or any portion of the defaulting Member's rights to receive treated water by assuming its Payment Obligations hereunder with respect thereto; but the defaulting Member's obligations hereunder shall not be altered thereby, except to the extent that the defaulting Member's obligations have been actually discharged by other Members. If demand from Members exceeds the amount made available by the default, requesting Members' rights shall be pro rata based on their respective Firm Allocations on Exhibit A plus their respective Expansion Firm Allocations on Exhibit D. The holders of the Revenue Bonds, credit enhancers with respect to the Revenue Bonds, and the trustee for such holders shall be third party beneficiaries of this Agreement.*

7. **Amendments.** *This Agreement may be amended or terminated only by a writing signed by all parties, and may not be amended (except as contemplated herein) in any way that would have a material adverse effect on the interests of the holders of the Revenue Bonds. The parties anticipate amending this Agreement from time to time as described herein.*

8. **Relation to 1987 Agreement and 2007 Agreement.** *To the extent the provisions of this Agreement are inconsistent with the provisions of the 1987 Agreement or the 2007 Agreement, the provisions of this Agreement shall apply, and the 1987 Agreement and the 2007 Agreement shall be deemed amended to that extent. Except to that extent, the 1987 Agreement and the 2007 Agreement remain in effect and are reaffirmed.*

9. **Term. Rights of Members Upon Termination.**

(a) *This Agreement shall terminate and all rights and obligations hereunder shall cease 50 years after the date hereof.*

(b) *It is hereby acknowledged by the parties that the assets of the Authority, including, without limitation, the Randleman Dam, Water Treatment Plant and related distribution facilities, and the land associated therewith, have been funded by contributions and payments made by the Members pursuant to this Agreement, the 2007 Agreement and the 1987 Agreement. As such, the Members of the Authority are entitled to, and are deemed to own, an equitable interest in such assets and revenues of the Authority pro rata based on each Member's overall percentage allocation of the cost of such assets. Upon expiration or termination of this Agreement, the Authority shall not sell, lease, encumber, or otherwise transfer any rights or interests in or to any of the Authority's assets, including, without limitation, the Randleman Dam, the Water Treatment Plant and related distribution facilities, or any rights in or to the output or capacity of the same, without the prior written consent of at least two-thirds of the Members. The provisions of this Section shall survive the expiration and termination of this Agreement. Nothing in this Section shall be construed as limiting the right of the Authority to convey or encumber its assets prior to the termination of this Agreement.*

10. **Miscellaneous.** *This Agreement (together with the 1987 Agreement and the 2007 Agreement) constitutes the entire agreement among the parties as to the matters addressed herein and therein and binds each of their successors and assigns. Neither this Agreement, nor any rights hereunder, may be assigned to any party hereto without the prior written consent of each of the other parties hereto; provided, however, that the Authority may assign its rights under this Agreement to any trustee for the Revenue Bonds as security therefor without consent of the Members. No waiver of any breach of this Agreement shall be construed as a waiver of any subsequent breach. This Agreement shall be construed and interpreted according to the laws of the State of North Carolina. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof or of the 1987 Agreement or the 2007 Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.*

**EXHIBIT A**

*Percentages and amounts of treated water allocated to each Member from the first phase 12 MGD from the Water Treatment Plant*

		<u>Firm</u> <u>Allocation</u>
Greensboro	53.08%	6.37 MGD
High Point	19.00%	2.28 MGD

<i>Randleman</i>	8.33%	1.00 MGD
<i>Randolph County</i>	10.42%	1.25 MGD
<i>Jamestown</i>	3.33%	0.40 MGD
<i>Archdale</i>	<u>5.83%</u>	<u>0.70 MGD</u>
	100.00%	12.00 MGD

**EXHIBIT B**

*Revenue Bond Debt Service Percentages*

<i>Greensboro</i>	0.0%
<i>High Point</i>	0.0%
<i>Randolph County</i>	64.21%
<i>Randleman</i>	6.72%
<i>Jamestown</i>	7.64%
<i>Archdale</i>	<u>21.43%</u>
	100.00%

**EXHIBIT C**

*Ultimate Percentages of Ownership*

	<u>Ownership</u>	<u>Total Allocation</u>
<i>Greensboro</i>	53.1%	25.50 MGD
<i>High Point</i>	19.0%	9.10 MGD
<i>Randolph County</i>	18.2%	8.75 MGD
<i>Archdale</i>	5.1%	2.45 MGD
<i>Jamestown</i>	2.5%	1.20 MGD
<i>Randleman</i>	<u>2.1%</u>	<u>1.00 MGD</u>
	100.00%	48.00 MGD

**EXHIBIT D**

*Amounts of treated water allocated to each Member from the Expansion*

	<i>Total Expansion Allocation</i>	<i>Expansion Firm Allocation (25%)</i>	<i>Excess Allocation</i>
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	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>
<i>Greensboro</i>	1.46	0.366	1.1
<i>High Point</i>	0	0	0
<i>Randleman</i>	0	0	0
<i>Randolph County</i>	0	0	0
<i>Jamestown</i>	0.375	0.094	0.281
<i>Archdale</i>	0.859	0.215	0.644
<i>Total</i>	2.7	0.675	2.025

***EXHIBIT E***

*Capital cost percentage responsibilities for Members with respect to the Expansion*

	<u>Expansion Capital Expense Responsibility</u>
<i>Greensboro</i>	54.30%
<i>High Point</i>	0%
<i>Randleman</i>	0%
<i>Randolph County</i>	0%
<i>Jamestown</i>	13.89%
<i>Archdale</i>	31.81%
<i>Total</i>	100%

**Additions to New Business**

With general consent of the Board, Chairman Frye announced the addition of item *N. Set a Special Meeting Date for Zoning Public Hearing at 6:00 p.m. on July 18, 2016* to the New Business agenda.

**Approval of Aging Services Requests**

Candie Rudzinski, Aging Services Planning Committee (ASPC) Consultant, spoke in reference to funding for both fiscal years 2015-16 and 2016-17. For fiscal year 2015-16, there had been an additional \$30,000 added to the budget that required an updated DOA-731 and a budget amendment. Ms. Rudzinski requested that the Board 1) approve the amended fiscal year 2015-16 HCCBG Funding Plan, as indicated on Form DOA-731, 2) authorize the Chairman to sign the form, and 3) approve the related Budget Amendment.

For the fiscal year 2016-17 funding, she reported that the ASPC met on May 24, 2016, and approved allocations for fiscal year 2016-17 totaling \$805,353. The allocation form DOA 731 will not be completed until after the June 6th meeting. The ASPC recommended that the Randolph County Board of Commissioners approve HCCBG allocation of \$805,353 for fiscal year 2016-17 for Randolph County aging services providers and include that amount in the

County Aging Budget. She also asked the Board to approve the Randolph County Senior Adults Association, Inc. as the lead agency for fiscal year 2016-17, complete the Form DOA-730 “Identification of Lead Agency” and return the form directly to the Piedmont Triad Regional Council (PTRC); and accept additional/supplemental funding, should it become available, and to allow the Aging Services Planning Committee to decide how to allocate these funds, as appropriate, according to the existing “Policy for Distribution of Aging Services Funding.”

Ms. Rudzinski then introduced Ms. Martha Ogburn as the new Director of Randolph County Aging Services. Ms. Ogburn said she was honored to be working with the organization and with the Board.

*On motion of Allen, seconded by Kemp, the Board unanimously voted to 1) approve the amended fiscal year 2015-16 HCCBG Funding Plan, as indicated on Form DOA-731, 2) authorize the Chairman to sign the form, and 3) approve the related Budget Amendment #37, as follows:*

<b>2015-2016 Budget Ordinance</b>		
<b>General Fund—Budget Amendment #37</b>		
<b>Revenues</b>	<b>Increase</b>	<b>Decrease</b>
<i>Restricted Intergovernmental</i>	\$30,000	
<b>Appropriations</b>	<b>Increase</b>	<b>Decrease</b>
<i>Other Human Services Appropriations</i>	\$30,000	

*On motion by Allen, seconded by Kemp, the Board unanimously voted to 1) approve the fiscal year 2016-17 HCCBG allocation of \$805,353, 2) designate the Randolph County Senior Adults Association, Inc. as the Lead Agency for fiscal year 2016-17, as indicated on Form DOA-730; 3) agree to accept additional/supplemental funding for fiscal year 2016-17, should it become available, and to allow the Aging Services Planning Committee to decide how to allocate these funds, as appropriate, according to the existing “Policy for Distribution of Aging Services Funding.”*

**Request from the City of Trinity to Assist with Funding Extension of Sewer Service to Turnpike Industrial Park**

Jesse Hill, Mayor of the City of Trinity, said the City is considering extending sewer to the remainder of Turnpike Industrial Park. He explained that the design was already underway. With participation by many businesses, he stated that the expansion would benefit both the City and the County with higher property values, potential for creation of new businesses, and filling vacant land that could not be developed otherwise because it does not perk. Mayor Hill requested that Randolph County give consideration to financial assistance in the amount of \$125,000 or 10% of the estimated project cost. The City is willing to make additional contributions beyond the \$1.3 million they have already spent.

Mr. Randy McNeill, representative of Davis, Martin and Powell, was introduced by Mayor Hill to give more explanation of the plan. He commented that the Economic Development Corporation (EDC) and the City of Trinity met with existing businesses to identify interest, need, and willingness to participate financially. Some businesses are planning on expansion but have

not submitted their proposed job creation for the project so they are not currently eligible for grants.

Chairman Frye questioned what was being asked. Mr. McNeill said the City is willing to make more contributions but having already spent \$1.3 million, they asked the County for assistance in this project.

Commissioner Kemp asked about the tax rate for the City of Trinity and Mr. McNeill replied \$.10/100 valuation. Commissioner Kemp said that there was not enough information to make a decision at this time.

Chairman Frye reminded everyone that the last grant match the County had participated in with the City of Trinity was for a specific match. Mr. McNeill suggested that the EDC continue to work on the project and present updates to the Board at a later date.

### **Public Hearing on the Sale of Land in West Randleman Business Park**

Bonnie Renfro, Economic Development Corporation (EDC) President, stated that the EDC is the owner of the 50-acre West Randleman Business Park, an industrial park located in Randleman, west of I-73 and north of US 311. The EDC first purchased a portion of the land in 2000 and made subsequent purchases and improvements. The land is financed with a line of credit by a group of four local banks. Over the years, Randolph County has supported the development by providing annual assistance for debt service, in each case, following a public hearing.

Today, the Park is home to Rheem's North American distribution center and the Randleman Ambulance Base. The balance of the park, 35.68 acres, has been marketed for sale for an industrial user and the EDC has received an offer to purchase the property. The land has been appraised to determine the fair market value of \$678,000. The offer the EDC has received is less than the fair market value.

The Randolph County EDC Board met on April 26th and voted to accept the offer, contingent on approval by the Board of Commissioners. Ms. Renfro said the potential buyer is Hughes Furniture Industries (HFI), one of the county's existing industries. They are experiencing consistent growth and have become the county's fifth largest employer with over 800 jobs in Randleman, where they are headquartered, and in Asheboro.

HFI wishes to purchase the property to construct a new 300,000 square foot distribution center to meet the needs of a fast growing segment of their business. Based on the current project information, the project would create 50 new jobs in Randolph County, approximately half of them at the new distribution center and the remainder at other HFI operations in Randleman and Asheboro. The project would create a minimum new capital investment of \$5 million.

Ms. Renfro had consulted with Associate County Attorney Aimee Scotton. Due to the level of the County's financial involvement in the acquisition of the West Randleman Business Park, it is necessary for any conveyance of this property to be accomplished in accordance with the

procedural requirements of North Carolina General Statute 158-7.1. With regards to the contemplated sale of a portion of this property, Ms. Scotton had summarized requirements to Ms. Renfro in a memo as follows:

N.C.G.S. 158-7.1(d) allows interests in real property that are held or acquired pursuant to subsection (b) to be leased or conveyed by private negotiation. The West Randleman Business Park property was acquired and has been held for an industrial park pursuant to subsection (b) so this section definitely applies. It goes on to provide that the conveyance may be made “subject to such conditions, covenants and restrictions as deemed to be in the public interest or necessary to carry out the purposes of this section.”

The statute also states that, before a conveyance may be approved, the governing body must determine the probable average hourly wage to be paid to workers by the business to be located at the property to be conveyed and the fair market value of the interest being conveyed. The statute states that the consideration for the conveyance may not be less than the fair market value so determined, but the calculation of consideration need not be limited to the actual purchase price of the property.

It was Ms. Scotton’s opinion that the statute will require that this conveyance be made subject to a condition, covenant or restriction because the monetary consideration being offered for the property is less than its fair market value.

In determining the amount of consideration received, the board may take into account prospective tax revenues from improvements to be constructed on the property, prospective sales tax revenues to be generated in the area, as well as any other prospective tax revenues or income coming to the County over the next ten years as a result of the conveyance. Calculating the consideration in this manner is only allowed if the following two conditions are met:

1. The governing board must determine that the conveyance of the property will stimulate the local economy, promote business, and result in the creation of a substantial number of jobs that pay at or above the median average wage.
2. The governing board must contractually bind the purchaser to construct, within a specific time frame (not to exceed five years), improvements on the property that will generate the tax revenues that were taken into account to arrive at the compensation. The agreement shall provide that if the improvements specified in the contract are not constructed, the purchaser shall convey the property back. This is the condition/restriction that is referred to above.

If these two conditions are not met, then the purchase price for the property must be equal to or greater than the fair market value.

Ms. Renfro said the County must hold a public hearing on the matter before a conveyance can be approved. Ms. Renfro requested the Board consider this offer and approve the sale of 35.64 acres in the West Randleman Business Park.

Commissioner Allen asked about the original price per acre. Ms. Renfro stated that after the appraisal, the original \$35,000/acre was much higher than the fair market value based on current conditions in the county. Chairman Frye inquired if the appraisal was current. Ms. Renfro said that it had been done in March 2016.

Commissioner Haywood questioned whether benefits were offered to employees in addition to the \$13.22/hour wage. Ms. Renfro said they were and details would be presented in the next request.

Chairman Frye commented that with the sale of this property, the obligation would be off of the County and would also help with growth of an existing business.

Commissioner Kemp said the property had been held for 16 years and it was time to dispose of it.

At 6:41 p.m., the Board adjourned to a duly advertised public hearing to receive public comment on the sale of the property in West Randleman Business Park.

**Alan Ferguson** asked how long the property had been for sale. Chairman Frye's response was from day one when purchased in 2000. Mr. Ferguson said he calculated the fair market value appraisal as \$19,000/ acre.

After hearing no additional comments, Chairman Frye closed the public hearing.

*On motion of Kemp, seconded by Lanier, the Board voted unanimously to approve the EDC's conveyance of 35.64 acres of West Randleman Business Park to BW Hughes LLC for the purpose of construction of a new distribution center and adopt a resolution authorizing the sale of real property for economic development, as follows:*

***RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY  
FOR ECONOMIC DEVELOPMENT***

***WHEREAS***, North Carolina General Statute 158-7.1 authorizes a county to undertake an economic development project by conveying property to a company in order to cause the company to locate or expand its operations within that county; and

***WHEREAS***, the Randolph County Economic Development Corporation, hereinafter the "EDC," is the owner and of the West Randleman Business Park, a portion of which is a 35.6 acre tract; and

***WHEREAS***, the EDC and Bruce Hughes Properties, LLC hereinafter the "Company," have engaged in private negotiations for the conveyance of said 35.6 acre tract, hereinafter the "Property," to the end that a new distribution center will be constructed on the property, and have reached tentative agreement on the terms for the conveyance; and

***WHEREAS***, Randolph County has participated financially in the EDC's purchase of the West Randleman Business Park and therefore must approve any conveyance of the Property; and

***WHEREAS***, the Board of Commissioners of Randolph County has held a public hearing to consider whether to approve the conveyance of the tract to the Company;

***NOW, THEREFORE, BE IT RESOLVED*** by the Board of Commissioners of Randolph County, this 6<sup>th</sup> day of June, 2016, as follows:

1. *The EDC is authorized to execute the necessary documents to convey to Bruce Hughes Properties, LLC the 35.6 acre tract of the West Randleman Business Park located at 4658 Island Ford Road in Randleman, Randolph County, North Carolina; and*
2. *The conveyance of the property to Bruce Hughes Properties, LLC will stimulate the local economy, promote business and result in the creation of fifty (50) jobs in the County, the probable average hourly wage of which shall be \$13.22 per hour. The median average hourly wage in the County is currently \$13.09 per hour, and at least twenty (20) of the fifty (50) new jobs will meet or exceed this median average hourly wage. This determination of the probable average hourly wage at the planned facility is based upon materials provided to the EDC by the Company; and*
3. *The fair market value of the Property is Six Hundred Seventy-Eight Thousand Dollars (\$678,000.00). This determination of fair market value is based upon an appraisal of the property by Jim Myrick of Brubaker and Associates, a copy of which is on file in the office of the EDC; and*
4. *As consideration for the conveyance of the property, the Company shall pay the EDC a purchase price of Six Hundred Seventy-Eight Thousand Dollars (\$678,000.00), said amount being the fair market value of the property as determined in paragraph 3 above.*

**Approval for Economic Development Project with Hughes Furniture Industries (HFI)**

Ms. Renfro stated that HFI is one of the county's existing industries. They have grown to become the fifth largest employer in Randolph County with 806 jobs. HFI manufactures upholstered furniture and ships its products to retailers and wholesalers throughout the United States, Canada, and the Caribbean. HFI was founded in 1989 and currently operates eight facilities for manufacturing and distribution which are all located in Randolph County. HFI proposes to construct an additional distribution operation at the West Randleman Business Park to provide needed warehousing and logistical support for the company's expanding "72-Hour Quick Ship Program." This project will allow the company to increase production at existing facilities to meet current demands.

HFI anticipates building a 300,000 square foot facility with a design that will allow for further expansion of 200,000 square feet. The initial investment in the improvements and equipment is estimated at approximately \$8 million. If HFI is successful in completing the purchase of the Business Park property and securing approval of the proposed economic incentives, they plan to move quickly with a bid process and hiring of a general contractor to complete the project in 2017.

This project would result in the creation of 50 new direct labor jobs in manufacturing and distribution. More than 20 of the new jobs would pay more than the county's average median wage of \$13.09 per hour. The 50 positions would include incentive pay jobs, skilled jobs and general labor jobs. The company provides health insurance, paying at least 50% of the premium, and employees receive 14 paid holidays each year.

HFI is requesting consideration of an economic development incentive that will be used to offset the costs of the capital investment for this project. The proposed incentive is \$268,000 to be paid in two installments as the company meets the following performances: \$8 million in real property to construct a new 300,000 square foot distribution center at West Randleman Business Park; 50 net new jobs over five years in Randolph County with 21 jobs that average \$14-\$17 / hour, 11 jobs that average \$12-\$13 / hour and 18 jobs that average \$11 / hour; purchase of 35+ acres at West Randleman Business Park for \$678,000; project completion not to exceed five years from date of property purchase; and net tax revenue of \$52,400 annually.

Ms. Renfro requested approval of a resolution authorizing the proposed incentive of \$268,000 for the HFI expansion project.

Commissioner Haywood questioned if the dollar figures were starting pay for the new positions. Ms. Renfro said they were.

Commissioner Allen inquired about the location of the 50 new positions, job growth that had occurred over the last few years, and employees being residents of the county. Ms. Renfro responded that about 25 positions would be at the new facility with the remaining 25 being scattered amongst the other manufacturing locations, approximately 200 jobs had been created within the last few years and she was unsure as to county resident make-up but felt that most employees did reside in Randolph County.

Commissioner Lanier said that HFI had a lumber operation near the New Hope ambulance base and he thought it was one of the fastest growing local companies in the last three years. Chairman Frye said he knew vendors that have grown with HFI as their customer.

At 6:53 p.m., the Board adjourned to a duly advertised public hearing to receive public comment on the requested funds from the County for the economic development on behalf of HFI.

Hearing no comments, Chairman Frye closed the public hearing.

Chairman Frye clarified that when the Park was first established, companies like Rheem were looking for site ready locations but then the recession hit and slowed economic development.

Commissioner Allen asked if the \$8 million was real or personal property. Ms. Renfro stated that it was almost entirely real property. He said that even with the tax base, he did not feel that it would recoup lost funds.

*On motion of Kemp, seconded by Lanier, the Board voted 4-1 with Allen opposing, to adopt a resolution approving an economic incentives contract with HFI, as follows:*

***RESOLUTION AUTHORIZING THE COUNTY OF RANDOLPH TO ENTER INTO AN  
ECONOMIC DEVELOPMENT INCENTIVES CONTRACT***

**WHEREAS**, Section 158-7.1 of the North Carolina General Statutes authorizes a county to undertake an economic development project by extending assistance to a company in order to cause the company to locate or expand its operations within the county; and

**WHEREAS**, the Board of Commissioners of Randolph County has held a public hearing to consider whether to participate in an economic development project that will result in the County of Randolph (the "County") and Hughes Furniture Industries, Inc. (the "Company") approving an economic development incentives package whereby the County shall make a total payment of up to two hundred sixty-eight thousand and no/100 dollars (\$268,000.00) to or for the benefit of the Company to offset the costs of the construction of a new industrial facility located at 4658 Island Ford Road in the City of Randleman, Randolph County, North Carolina, an expansion of the Company's existing business in Randolph County, said incentives to be granted pursuant to an economic development incentives contract entered into pursuant to Section 2 of this resolution; and

**WHEREAS**, upon the completion by the Company of this expansion project, the Company will have generated new value/investment in real property associated with the project in an amount equal to or in excess of eight million dollars (\$8,000,000.00) and created a minimum of fifty (50) new full-time jobs in the County; and

**WHEREAS**, this economic development project will stimulate and stabilize the local economy, promote business in the County, and result in the creation of a significant number of jobs in the County; and

**WHEREAS**, the County has in its General Fund available revenues sufficient to fund this economic development project;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Randolph County, this 6<sup>th</sup> day of June, 2016, as follows:

**Section 1.** The County is authorized to expend up to two hundred sixty-eight thousand dollars (\$268,000.00) of County funds for this Hughes Furniture Industries, Inc. economic development project.

**Section 2.** In addition to the standard terms found in contracts that the County routinely executes in the ordinary course of business, the economic development incentives contract entered into by and between the County and the Company must contain the following essential terms and conditions:

- a. The total payment made to the Company under this contract shall not exceed two hundred sixty-eight thousand and no/100 dollars (\$268,000.00).
- b. The contract amount will be paid in two (2) equal installments. The obligation of the County to make any installment payments specified herein shall be conditioned upon the satisfactory completion by the Company of certain performance requirements to be set out in detail in the economic development incentives contract but shall include, at a minimum, the following:
  - i. The Company must deliver to the County written certification of real property investment of eight million dollars (\$8,000,000.00) or more for the construction of a 300,000 square foot industrial facility at 4658 Island Ford Road in the West Randleman Business Park; and
  - ii. The Company must provide to the County Employment Security Reports evidencing the creation of fifty (50) net new full-time jobs in

*Randolph County, more than twenty (20) of which pay wages that meet or exceed the average median county wage of \$13.09 per hour.*

- c. Notwithstanding the time of completion of the above-listed performance requirements, the contract amount shall be paid in two (2) installments. The final payment shall not be made later than December 31, 2021. Any installment payment for which proper certification is not received prior to December 31, 2021 shall be forfeited by the Company.*

**Section 3.** *The Associate County Attorney is hereby authorized to negotiate and draft a comprehensive economic development incentives contract with the Company consistent with this resolution.*

### **Approval of Renewal of Contract with Southern Health Partners, Inc.**

Sheriff Robert Graves stated that the Sheriff's Office wished to renew the current Health Services Agreement with Southern Health Partners, Inc. (SHP) for the period of July 1, 2016 through June 30, 2017. All provisions of the current contract will remain the same including the fee structure at \$29,197.64 per month. Southern Health Partners provides medical coverage for all jail inmates and staffs the jail with qualified nurses who work under the direction of doctors. The contract also includes Southern Health Partners providing medical payments to third-party vendors, up to a stop-loss maximum.

Since he has taken office, he said there has not been sufficient time to seek jail medical services proposals from other vendors. Although the Sheriff's Office is satisfied with the services provided by Southern Health Partners, he said that he feels they should seek proposals from other vendors for the 2017-2018 budget year, to ensure that they are being good stewards of County funds. Since this is a lengthy process, they would need to have adequate time to carefully evaluate all proposals. They plan to begin this course of action in the fall of 2016.

He asked that the Board renew the contract with Southern Health Partners, Inc. for the 2016-2017 budget year and authorize the County Manager to sign the contract renewal.

Chairman Frye asked if this service had ever been bid. Jane Leonard, Business Manager, responded that it had not.

Commissioner Kemp inquired if a month-to-month contract may be more cost effective to allow for a bid process now instead of later. In doing that, Sheriff Graves and Ms. Leonard said that if a costly claim were presented, there would be no deductible or stop-loss in place. Commissioner Kemp then questioned why a bid had not been released a few months earlier. Ms. Leonard explained that the previous Sheriff had not wanted to bid this out and since this would be the first time for the Sheriff's Office to put a bid together for medical services, it would require gathering a large amount of information.

Commissioner Haywood suggested that asking for the costs of generic drugs versus brand names and injectables such as insulin be included on the request for bid. Sheriff Graves said they would try to include that and open the bid up to local vendors as well.

*On motion of Allen, seconded by Haywood, the Board voted 3-2 with Kemp and Lanier opposing, 1) to approve the renewal of the Southern Health Partners contract for twelve months ending June 30, 2017, 2) to authorize the County Manager to sign the contract, and 3) to put out for bid to obtain quotes for the 2017-2018 budget year.*

### **Approval to Set a Public Hearing for the 2016 Local Justice Assistance Grant Program**

The Sheriff's Office received an email on Tuesday, May 17<sup>th</sup> that the FY 2016 Local JAG Program funding information was available. In reviewing the list of eligible recipients, Randolph County was listed to apply for \$10,575 in grant funding. Sheriff Graves stated that the money would be used for a Citizen Academy to improve community outreach and education of the public about the jobs handled by the Sheriff's Office.

A condition of the grant requires the governing body have 30 days to review the grant application and the citizens have an opportunity to comment on the application. Sheriff Graves recommended that the Board set a public hearing for July 11, 2016, at 6:30 p.m. At that time, the Board can either approve or disapprove the grant application.

*On motion of Allen, seconded by Lanier, the Board voted unanimously to set a public hearing for July 11, 2016, at 6:30 p.m. to allow citizens an opportunity to comment on the grant application.*

### **Rezoning Public Hearing and Actions**

At 7:10 p.m., the Board adjourned to a duly advertised public hearing to consider rezoning requests. Jay Dale, Planning Director, presented the following requests and Chairman Frye opened the public hearing and closed it before taking action on each request.

**SOUTHWEST LAND LLC**, Asheboro, North Carolina, is requesting to amend the Conditional Zoning District located at the end of Archie Newsome Road, on 32.32 acres, Richland Township, Secondary Growth Area, Zoning District RIO-CD. Tax ID# 7667644893. The proposed Conditional Zoning District would specifically allow the applicant to amend the site plan to use more the property for the solar farm. The Planning Board reviewed this request at public meeting on May 3, 2016, and recommended that this request be approved. The Planning Board found that the following policies within the 2009 Growth Management Plan provide a Determination of Consistency in support of the recommendation:

*Policy 3.12 New rural industrial development should provide site specific development plans along with vegetative buffers or other landscaping designed to reduce substantial impacts to adjoining land uses.*

*Board of Commissioner Resolution Adopting the Growth Management Plan, Policy #2 Recognize that growth management policies should afford flexibility to County boards and agencies that will enable them to adapt to the practical requirements often necessary for rural development.*

Commissioner Lanier asked to be recused from the vote due to the involvement of a family member.

*On motion of Kemp, seconded by Lanier, the remaining Board voted to allow Lanier to recuse*

*himself from voting.*

**Don Lanier**, member/manager of Southwest Land, LLC., stated that after the environmental studies were completed, it was realized that more space was needed to place the solar panels. The system is still a five megawatt system.

*On motion of Haywood, seconded by Kemp, the Board voted 4-0 to approve the request of Southwest Land LLC, as determined consistent with the standards and policies contained within the Growth Management Plan outlined in the recommendations provided by the County Planning Board; and having further found from information and testimony provided at public hearing, that the proposed rezoning is reasonable and in the public interest.*

**MCDOWELL FAMILY LIMITED PARTNERSHIP**, Asheboro, North Carolina, is requesting to amend the Conditional Zoning District located at 2473 Falling Oak Road, on 120.02 acres, Concord Township, Rural Growth Area, Zoning District RIO-CD. Tax ID# 7619762602. The proposed Conditional Zoning District would specifically allow the applicant to amend the site plan for the lumber company operations. The Planning Board reviewed this request at public meeting on May 3, 2016, and recommended that this request be denied. The Planning Board found that the following policies within the 2009 Growth Management Plan provide a Determination of Consistency in support of the recommendation to decline:

*Policy 3.11 New rural industrial development shall be located in areas of the site that would lessen impact to adjoining residential and agricultural lands.*

*Policy 3.12 New rural industrial development should provide site specific development plans along with vegetated buffers or other landscaping designed to reduce substantial impacts to adjoining land uses.*

Mr. Dale showed various slides and explained that the request is to move a vat, containing a solution that retards the growth of mold and mildew on the lumber, 200 feet along the property line where there is currently lumber storage. This would allow for a shorter distance to travel with the lumber to dip it. Owner Tony McDowell has also proposed to cover the vat. The vat is currently uncovered and when it rains, the solution becomes contaminated and must be remixed.

Mr. Dale stated that the Technical Review Committee had reviewed previous minutes from September 7, 2010, to best interpret the intent of the Board of Commissioners at that time. In the closing remarks, it was stated “if MLC (McDowell Lumber Company) needs to expand with future buildings, those buildings will be located as they are located on the Site Plan, at the end of the property away from the boundaries.” The Committee looked at the request and determined that next to property lines indicated “boundaries” and further expansion was to be located at prearranged sites to the south of the property. The Planning Board denied this request “based on the fact that there is an existing approved site plan for future development that was created with considerable amount of work between the County and McDowell Lumber and it should be followed.”

Commissioner Kemp confirmed with Mr. Dale that the comments referenced by the Technical Committee were prior to the Planning Meeting and Mr. Dale responded that they were.

Commissioner Haywood asked if there was a statement from the previous meeting that all future development would be moved to the south.

Mr. Dale read a statement used from previous minutes that said “development shall be located in areas of the site that would lessen impact to adjoining residential and agricultural lands.” He said there is not a use of the word “south” but the Site Plan shows future growth to be in the south.

Commissioner Haywood inquired if the property to the south is also owned by Tony McDowell. Mr. Dale did not know.

County Manager Hal Johnson asked if he could address the new development location issues raised by Commissioner Haywood and also provide background information as to whether or not the Site Plan was a part of the final rezoning approval in 2010 as he had served as County Planning Director during the McDowell Lumber rezoning requests.

Mr. Johnson said the Site Plan was a critical component of the rezoning request and had been referenced in all public hearings as reflected by minutes of the Planning Board and Board of Commissioners. The Site Plan had been prepared by a surveyor hired by Tony McDowell and submitted with the Conditional Rezoning Application. The Conditional Use Rezoning Permit issued after approval of the rezoning in 2010 stated specifically that the permitted use was to allow the processing and manufacturing of forest related products as per the Site Plan submitted. Johnson said the reason the Site Plan was such an important element of the rezoning process was that it clearly reflected existing development and allowed new development to be located in the southern areas of the site so as to lessen impacts to adjoining agricultural and residential properties.

**Tony McDowell**, 4932 Old NC Hwy 49, Asheboro, thanked the Board for their consideration. He stated that McDowell Lumber had been in business since 1977. They employ 70 full-time employees and 60 full-time contract employees. He concluded by stating that David Henson would give the details of the rezoning request.

**David Henson**, Counsel for McDowell Lumber, distributed photos to accompany the presentation (Exhibit 1-attached). One and two are aerial photos of the property. Three, four, and five show the vat. Six, seven, and eight are the proposed location of the vat. Nine and ten show the water retention pond. Eleven and twelve show the pasture for the cows to graze. Thirteen, fourteen, and fifteen display the original plan buffers.

Mr. Henson stated that the vat has been in use since 1993. It was moved to its current location in 2004. It contains a fungicide that keeps the lumber from staining. The same fungicide is also used on some agricultural crops. The vat is movable and was not part of the original plan. Currently, the open top creates problems with rain and debris contaminating the solution. The new plan includes a cover over the vat as well as walls that block the view of it. The new plan reduces the driving time, dust, noise, and emissions by half. A side set back of 20 feet is required by regulation. The proposed set back is 22 feet. The new plan has the vat on a concrete pad that will divert storm water runoff to a retention pond. All environmental testing

has passed to date. He said he didn't understand why adjoining land owners would not be pleased with all of the reductions. The new plan adds a 60 x 100 structure where the vat is currently. This will also have three sides to limit noise (photo four). Building 32 will be removed as agreed in 2010. This will have a net reduction in total square footage of the operation of 4000 square feet. He said the owner feels that these changes will be a benefit to the adjoining land owners. In conclusion, Mr. Henson restated the 2010 conditions: "The Board had approved the request of Tony McDowell, with consideration of the numerous statements and policies contained in the 2009 Growth Management Plan, as recommended by the County Planning Board, and with conditions included in the County Zoning Ordinance, and information presented at this hearing that support a Determination of Consistency for approval of the Rural Industrial rezoning, including the following conditions: 1) Existing buffers consisting of evergreen trees, planted in 2005, which are reflected on the site plan, will be required to be maintained; 2) Compliance Monitoring will be required on an annual basis; 3) The applicant is required to furnish the County Planning Department, on an annual basis, information showing that it is in compliance with applicable state and federal guidelines pertaining to dust, noise, and related erosion and sedimentation control regulations." He asked the Board for their approval of the request.

Commissioner Allen asked how many times per day the vat is used. Mr. Tony McDowell said that 40 to 60 trips are made per day. This move would make the vat permanent.

Commissioner Haywood inquired about the chemical in the vat. Mr. Henson said it is betaine used in both lumber and agricultural industries. Commissioner Lanier mentioned that it keeps hardwoods from staining; the price of the lumber is reduced when staining occurs.

Commissioner Haywood asked about the distance between the vat and the neighbor's house. Mr. Tony McDowell said it would be approximately 100 feet closer to Mr. Maxton McDowell's house.

Commissioner Lanier said the vat can be moved anywhere and Mr. Tony McDowell was wanting it safer.

Chairman Frye asked if the vat is moved in the future, would it be necessary to come before the Board. Mr. Johnson and others agreed that it would.

Mr. Dale clarified that even though the vat is movable, the location that Mr. Tony McDowell wants to use for the vat is currently for lumber storage only per the approved Site Plan.

**Bob Hornik**, Attorney for Mr. Maxton McDowell, said in a Rural Industrial Overlay Conditional District according to the Unified Development Ordinance, sawmills and lumber mills are allowed. To approve this request would be against some of the conditions of the Ordinance. #7 New development shall be located in areas of the site that would lessen noise and operations impact to adjoining residential/agricultural land users. Moving the vat is new development and it is impacting Mr. Maxton McDowell who is a residential/agricultural land user. #9 Site specific buffers, vegetation, berms, fencing etc. may be required to lessen the impact to existing land users. If the vat is allowed to be put there, buffering would need to be

added to the plan. In the 2005 rezoning, Mr. Tony McDowell agreed to twelve conditions. One of them was *No construction of any buildings north of any existing structure facing Old NC Hwy 49*. Mr. Hornik stated new development was supposed to be to the south of the property. In the Site Plan presented this evening, the vat is located north of some structures on the property which is against that condition. From Mr. Hornik's calculations, there is a net gain of 8000 square feet not a 4000 square foot reduction. He reminded the Board that building 32 does not exist. He said that the plan is inconsistent with the Unified Development Ordinance and the master plan. McDowell Lumber is moving closer to an agricultural/residential user and said the request should be denied.

Commissioner Haywood asked about the reference made to the "south". Mr. Hornik said he found it in conditions by McDowell Lumber; *No construction of any buildings north of any existing structure facing Old NC Hwy 49*. Commissioner Lanier stated that this is not north of existing buildings, it is south of existing buildings and said he visited the site. Hornik clarified that it would be north of some existing buildings but not all of them and Commissioner Lanier agreed. Commissioner Haywood referenced the 2005 document and asked how many hundred feet south was the vat. Mr. Hornik replied that the 2005 document does not say anything about the vat. Commissioner Haywood's response was, "I know that it doesn't refer to the vat. But it refers to something out there and it says everything after that will be moved to the south. How many hundred feet south of whatever that was referring to is this vat?" Mr. Hornik said he wasn't following Commissioner Haywood. Commissioner Haywood remarked, "In 2005, the Board of Commissioners and you folk and those folks made an agreement. Any construction would be south of whatever it is that you are making reference to there in that document. It is the only place I have seen south mentioned now. But in 2005, you said everything would be south of what was there. The vat sits how many hundred feet south of what was there in 2005?" Mr. Hornik replied, "I don't think it sits any feet south from what was there in 2005. The vat is actually moving north." Commissioner Lanier commented that Mr. Hornik was telling the Board that in 2005, it was agreed that no buildings can be built north of existing building and this is far south. Mr. Hornik reiterated that the new vat location is north of some existing buildings.

Commissioner Haywood asked about a Site Plan from the 2005 zoning. Mr. Johnson said that the Site Plan with this request is the plan from 2010.

**Maxton McDowell**, 5354 Old Hwy 49, Asheboro, spoke of the "obstruction that comes with this facility." He went on to explain his opposition. The request is to move toxic chemicals closer to his line. The slope of the land slopes towards his property. He understands that there is a proposed trench to make the water run off. He said the vat is being moved to build another building north of any other building on that end. The new proposed site in on the line or close to the line. In 2005, Tony McDowell agreed to put a line of evergreen trees on the western border. They have never been planted. Evergreen trees were also to be put on the east side but have not. The vat couldn't be put there if they had done what they agreed to 10 years ago. "This Board wants to get this into a Heavy Industrial zoning type facility. Heavy Industrial has a 35 foot set back. There is no set back. It is on the line or even over the line. What is in the vat is toxic and can be harmful." He didn't realize Mr. Tony McDowell was doing this. "I think it is a problem that's even above and beyond looking into what this Board is about." Mr. Hornik has addressed

why this should not been approved. The Technical Board denied this and the Planning Board did as well.

Chairman Frye asked if the trees in the photo were on Maxton McDowell's property. Mr. Maxton McDowell said yes, those trees are on his property. The lumber is on the line. There is no buffer to separate him from the lumber yard. There is nothing to protect him. He stated toxic chemical runoff goes to his property in large quantities then to a creek bed and eventually to the Uwharrie River.

Commissioner Lanier spoke of the chemicals and the proposal. He said Mr. Tony McDowell has proposed a buffer on the back side. Commissioner Lanier saw no dead trees, and there were line trees dividing the property on both sides when he visited the property. The water runs off to a pond that Mr. Tony McDowell's cows drink from. "If a cow can drink it, it can't be that strong." Mr. Maxton McDowell said that Commissioner Lanier didn't see the dead trees because they are on his land and the current pond overflows onto his property and into the river. Commissioner Lanier stated that Mr. Tony McDowell told him that he was trying to eliminate the runoff to Mr. Maxton McDowell's property. He also said that if the vat is left where it sits now, the problem will get worse. If it is corrected, it will get better.

Commissioner Kemp said he was told the water goes to the retention pond. Mr. Maxton McDowell stated that the retention pond still spills over to his property and that these proposed changes will not stop the runoff to his property.

Commissioner Haywood asked how the site was presently zoned and how many feet was the required set back. Mr. Dale responded that it is in a Rural Industrial Overlay requiring a 20 foot set back. Heavy Industrial zoning requires a 35 foot set back. Commissioner Haywood inquired if the EPA said the run off is okay. Mr. Dale said McDowell Lumber has not failed any testing.

*On motion of Kemp, seconded by Lanier, the Board voted 3-2, with Commissioners Frye and Allen opposing, to approve the request of McDowell Family Limited Partnership, as determined consistent with the standards and policies contained within the Growth Management Plan; and having further found from information and testimony provided at public hearing, that the following Growth Management policies support the Determination of Consistency and find the decision reasonable and in the public interest.*

*Policy 3.9 Individual rezoning decisions within Rural Growth Areas will depend upon the scale of the development, and the specific nature of the site and its location.*

*Resolution Adopting the 2009 Randolph County Growth Management Plan, Policy #2. Recognize that growth management policies should afford flexibility to County boards and agencies that will enable them to adapt to the practical requirements often necessary for rural development.*

*Resolution Adopting the 2009 Randolph County Growth Management Policy #3. Ensure the opportunity for landowners to achieve the highest and best uses of their land that are consistent with growth management policies in order to protect the economic viability of the County's citizens and tax bases.*

**BUCK RIDGE HOMES, LLC**, Asheboro, North Carolina, is requesting that 23.33 acres located on Stutts Road (across from Cable Creek Road), Cedar Grove Township, be rezoned from RA/RR to CVOE-CD. Tax ID# 7730698338. Secondary Growth Area. The proposed Conditional Zoning District would specifically allow the development of a 14-lot residential subdivision for site built homes only with a minimum house size of 1,500 sq. ft. Joey Poole - Property Owner. The Planning Board reviewed this request at public meeting on May 3, 2016, and recommended that this request be approved. The following Growth Management policies support the Determination of Consistency and find the decision reasonable and in the public interest:

*Policy 6.12 Factors to be considered in major subdivision approval in Primary and Secondary Growth Areas should include suitability of soils, access to major thoroughfares, the potential availability of public services and facilities and community compatibility.*

*Policy 6.13 Conventional residential subdivisions are anticipated of similar housing characteristics to the community.*

**Jerry King**, 1366 Cagle Loop Rd., Seagrove, presented the request and clarified that the proposed homes are 1500 square feet with a 500 square foot attached two car garage. The soil is good and each lot will have its own well and septic tank. The property is located in a curve. DOT will make the road safer by trimming trees back on lots seven and eight. The property across the road has a mobile home and deteriorated garage. Developer/builder Chris Mooneyham will also be buying that site and will clean it up. This will be a very restrictive subdivision. DOT is saying that 130-140 families will be displaced by the Highway 64 Loop. This subdivision will put people to work and people will need homes.

Commissioner Haywood asked which end of Stutts would be closed by the loop. **Daniel Tanner**, Surveyor with Survey Carolina, 1016 Worth St., Asheboro, said that there is currently no closure on Stutts Rd. Instead, the plan shows a bridge to go over the bypass.

Commissioner Allen asked about the odd shape of lot eleven. Mr. King said it was for the septic system.

Chairman Frye referred to a subdivision built by Sammy Hunt that required to have a cul-de-sac to take some of the driveways off of Stutts Rd.

Commissioner Lanier noted that these lots were similar to ones already on Hwy 49 and Cable Creek Rd.

Chairman Frye stated that the curve where this is located is very dangerous.

Commissioner Lanier said that these homes will be sold at almost \$200,000.

Commissioner Haywood asked if the developer/owner would put in a cul-de-sac. Mr. King was not sure.

**Doug Walker**, 2819 Stutts Rd., Asheboro, handed maps with an aerial view to the Board to show this proposed subdivision is uncharacteristic of the neighborhood. He had emailed a letter

and petition to all the Commissioners. The petition stated that the neighbors want the houses to be at least 1800 square feet heated/cooled on two to three acre lots. There are 49 driveways on Stutts Rd. now, they are proposing 23 more with this development. The builders are meeting minimal requirements and not keeping with the community. He presented to the Board a letter from DOT that he had received in the mail that day advertising a meeting on the possible closure of one end of Stutts Rd. to save taxpayer money and time. Ben Morgan, County Attorney, noted the submission of the map, the email, and the letter for the record (Exhibit 2-attached).

**Cynthia Delk**, 2368 Stutts Rd., Asheboro, said that she and her husband have farm land there and love the country setting. She agreed that the curve on Stutts Rd. would be dangerous with 23 added driveways. If this development proceeded, they would like to see a buffer zone and a cul-de-sac. Right now, she cannot see another house in the distance

**Richard Allen**, 2912 Stutts Rd., Asheboro, knows the builder Chris Mooneyham. He stated that the community has larger lots and a more rural feeling. He thought these subdivisions should be held to the same standards as the development in which he lives. He has concerns with the lot size. He recommended wider lots and a cul-de-sac that fits with the current surroundings.

**Regina Hunt**, 581 Cable Creek Rd., Asheboro, said she can stand at the end of her driveway and see this development. She stated that the developers are only concerned with maximum profits with minimum requirements. This proposed subdivision has too many houses on narrow lots and too many driveways on Stutts Rd. which creates a dangerous situation. There will be too many wells for safe water. The Highway 64 Loop may put more traffic on Cable Creek Rd. She said she feels her property will decrease in value. A new road or cul-de-sac would make a safer quiet area and stated the proposed development does not fit the current community.

**Jerry King** wanted to clarify a few points that were made. Sammy Hunt's previously referenced subdivision has an average lot size of 1.6 acres. This proposed development has an average lot size of 1.8 acres. This property was for sale to the public and no one made an offer. He said he understands that everyone wants to control their surroundings. He stated that approximately one third of those who signed the petition live on less than two acres but are asking this developer to have lots of two acres or more.

**Doug Walker** asked who is buying the property and stated it was owned by Joey Poole who is deceased.

**Harold Baxter**, 2956 Stutts Rd., Asheboro, said in the last two days, two cars have run off the road in that curve. That many driveways in the curve are a safety concern. There needs to be a cul-de-sac.

Commissioner Frye asked the developer/builder Chris Mooneyham if he would consider putting in a cul-de-sac, he replied he would not. It is too much money.

**Richard Allen** stated that the lot size is actually an average of 1.36 acres which is not comparable to the subdivision that Sammy Hunt built.

Commissioner Lanier said that this proposal meets requirements for rezoning. Although the traffic flow with the 64 bypass coming in makes it a difficult decision, this dollar value will create growth in that area. People are losing their property and have money to reinvest.

Commissioner Allen said he had issues with the number of driveways in a dangerous curve. The lots are oblong making the houses pretty close together. The bypass could be a potential issue.

Chairman Frye would not support the development as it was presented because the driveways on that curve are his concern.

Commissioner Haywood stated that a cul-de-sac would solve the problem.

*A motion was made by Allen and it was seconded by Frye to deny the request.*

Commissioner Lanier said that denying this request will keep tax dollars away from the County and that this request meets guidelines.

Commissioner Frye stated that existing guidelines do not adequately address driveway connections.

*The Board voted 2-3 to deny the request, with Commissioners Lanier, Kemp and Haywood opposing. This motion failed.*

*Commissioner Lanier made a new motion, it was seconded by Kemp, the Board voted 3-2, with Commissioners Frye and Allen opposing, to approve the request of Buck Ridge Homes, LLC, as determined consistent with the standards and policies contained within the Growth Management Plan outlined in the recommendations provided by the County Planning Board; and having further found from information and testimony provided at public hearing, that the proposed rezoning is reasonable and in the public interest.*

**EXCEL BUILDING GROUP, LLC**, Asheboro, North Carolina, is requesting that 17.50 acres located on the corner of Stutts Road/Back Creek Church Road, Cedar Grove Township, be rezoned from RA/RR to CVOE-CD. Tax ID# 7730698338. Secondary Growth Area. The proposed Conditional Zoning District would specifically allow the development of a 9-lot residential subdivision for site built homes only with a minimum house size of 1,500 sq. ft. Robert Moran - Property Owner. The Planning Board reviewed this request at public meeting on May 3, 2016, and recommended that this request be approved. The following Growth Management policies support the Determination of Consistency and find the decision reasonable and in the public interest:

*Policy 6.12 Factors to be considered in major subdivision approval in Primary and Secondary Growth Areas should include suitability of soils, access to major thoroughfares, the potential availability of public services and facilities and community compatibility.*

*Policy 6.13 Conventional residential subdivisions are anticipated of similar housing characteristics to the community.*

**John Megerian**, Attorney, stated the average size of the lots is 1.94 acres. There are nine lots with three driveways on Stutts Rd. and six on Back Creek Rd. This has a very restrictive covenant. The homes will be a minimum 1500 square feet of heated space. There are 189 site built homes within a one mile radius with an average size of 1521 square feet. Per DOT, traffic volumes are low at this part of Stutts Rd..

**David Tanner**, said the lots slope away from Stutts Rd. Each lot will have its own septic system and well. The front set back is 35 feet, the side set back is ten feet and the set back in back is 30 feet. There is no flood hazard and no watershed issue. Property lines are designed to be as perpendicular to the road as possible.

**Richard Allen**, asked for a community where lots are not too close. He does not want a subdivision that looks like a city subdivision. Currently, there are only 14 driveways in three miles. He stated that he was never given the opportunity to buy the property. Mr. Moran told him that he would not build on the land, it would be for cattle grazing. He is not opposed to growth but wants the Commissioners to listen to the citizens in this community.

**Doug Walker**, said the community is asking for lots bigger than what is the minimum. By agreeing to minimal standards, a precedence is being set. He told the Board to let their consciences guide them.

**Regina Hunt**, wants to preserve what she's got and protect community and citizens. All the homes and wells that will be in this area will cause a water shortage. Ms. Hunt stated that when the wells dry up, those citizens will need to call on the County to provide water. She said that the numbers for the school enrollment seem skewed and inaccurate.

Chairman Frye said he had voted for a lot of housing developments in the County. He has worked with many developers throughout the years that have made suggested changes and finished the subdivisions.

Commissioner Allen understood the implications but preferred bigger lots. This does not have the safety issue like the previous zoning. He said it was unfair to not hold this developer to the same standards as those in previous years.

*On motion of Kemp, seconded by Lanier, the Board voted 3-2, with Commissioners Frye and Allen opposing, to approve the request of Excel Building Group, LLC, as determined consistent with the standards and policies contained within the Growth Management Plan outlined in the recommendations provided by the County Planning Board; and having further found from information and testimony provided at public hearing, that the proposed rezoning is reasonable and in the public interest.*

At 9:45 p.m., the Board took a recess and resumed the meeting at 9:50 p.m.

**Approval for Repayment Agreement with the Department of Commerce for PetPro Resources LLC Grant**

In August 2014, Bonnie Renfro, EDC President, stated Randolph County applied for a Building Reuse Grant from the NC Dept. of Commerce on behalf of PetPro Resources LLC. The company committed to purchase the long vacant former Lucks plant in Seagrove for a new pet food processing operation, to invest \$5 million, create 38 new jobs in the operation, and were approved for a \$380,000 grant from the state. The grant was awarded on August 21, 2014.

PetPro Resources LLC was a startup company by experienced entrepreneurs. The company made repairs and renovations to the facility and began operation. They submitted eligible documentation and received state grant payments totaling \$128,682.50. In September 2015, company owners notified the EDC that they were suspending their Seagrove operation due to the inability to secure financing for the purchase of additional equipment. Approximately 20 jobs were affected.

On December 4, 2015, PetPro Resources LLC filed for Chapter 7 bankruptcy. The NC Dept of Commerce was notified of the bankruptcy as they had been previously notified of the suspension. They issued a letter to Randolph County dated April 4, 2016, notifying the County that it is liable for repayment of the full grant amount per the terms of the Rural Economic Development Grant Agreement approved and signed.

NC Department of Commerce presented a repayment agreement with the letter of notification. The first option is a single payment and the second option is two payments over a two-year period. This Board is asked to remit the payment by July 1, 2016. This is the first time that Randolph County has been asked to repay the state for grant payments and also the first bankruptcy of a company that received an economic development incentive.

Over the last ten years, Randolph County and its municipalities have participated in 15 Building Reuse Grant projects beginning in 2006 with United Furniture Industries in Archdale and most recently with Ace/Avant in Archdale. PetPro Resources is the only one of the projects that has not been successful. The project had great potential for a rural area but the building required more repairs especially with electrical infrastructure than had been anticipated and the owners were undercapitalized for an extended start-up time.

Chairman Frye asked if the state will accept or share any responsibility. Ms. Renfro said according to the paperwork, no.

Ms. Aimee Scotton, Associate County Attorney, stated that the County did receive notification of the bankruptcy and were specifically told not to file any claims as there will be no assets.

William Massie, Finance Director and Assistant County Manager, suggested that the funds from the lapsed Malt-o-Meal grant incentive could be used. Until this PetPro grant is repaid, the Ace/Avant incentive will be on hold.

Commissioner Lanier asked how much money the County had recouped over the years in economic incentives. Mr. Massie said there had been some projects that expanded the tax base but did not qualify for or receive the incentives.

Chairman Frye commented that improvement had been made to the building and asked if there was a lien on it. County Attorney Ben Morgan said there was a Deed of Trust with a bank against the building.

Ms. Renfro stated that some improvements had been made but the building had been vandalized since then. She said some of the money may be recouped on a per job basis if someone does put a business in that building.

*On motion by Kemp, seconded by Lanier, the Board voted unanimously to repay the NC Department of Commerce in a single payment using the lapsed funds from the Malt-o-Meal incentive; and remit the payment by July 1, 2016.*

### **Approval to Appoint Members to a Randolph County Agri-Business Civic Center Planning Committee**

Jonathan Black, Cooperative Extension Director, stated that in order to facilitate the planning process for an Agri-Business Civic Center in Randolph County, a committee should be formed. He recommended that the following individuals be appointed to the Randolph County Agri-Business Civic Center Planning Committee:

Jonathan Black, Cooperative Extension; Kemp Davis, Ken Austin and Bobby Allen, Voluntary Agricultural District (VAD) Board members; Faylene Whitaker and Mark Wilburn, Randolph Agriculture representatives; Jeremy Lanier, Randolph Livestock and Poultry Improvement Association member; Rodney Speas, Farm Service Agency representative; Randy Blackwood, Natural Resources Conservation Service(NRCS) representative; Jenny Parks, Soil and Water Director; Jon Albertson, NC Forest Service Ranger; Allen Hart, USDA Rural Development Area Director; David Allen, Hal Johnson and Paxton Arthurs, Randolph County Government representatives; Gail Morgan and Tammy O'Kelley, Tourism Development Authority (TDA).

Support staff will be Will Massie, County Finance Officer; Dana Crisco, Deputy Clerk to the Board of County Commissioners; Amber Renee Skeen, Clerk to the TDA Board and Carmen Boswell, Extension Administrative Assistant.

*On motion by Haywood, seconded by Allen, the Board voted unanimously to appoint members to the Randolph County Agri-Business Civic Center Planning Committee as presented.*

### **Approval to Return to Step/Grade Pay Plan**

Jill Williams, Human Resources Director, said that for many years, Randolph County operated on a step/grade pay plan. In April 2012, the County switched to an open range plan for the majority of departments. The Sheriff's Office remained on a step/grade plan. This open range plan was the recommendation of Human Resources to address a lack of flexibility in the step/grade plan. The percentages between steps (2.5% - 5%) were so high that they didn't allow much flexibility. Open range looked like a good idea because employees could be paid anywhere within the range. Human Resources recommended a return to the step/grade plan. For administrative purposes, it is difficult and time consuming to deal with two different pay plans.

Going to a step/grade system similar to that used in the Sheriff's Office, but different from the previous step/grade plan, will make the percentages between the steps smaller (1%) so that the new step/grade system will allow the flexibility of the open range plan while removing the difficulty of managing two separate plans. In order to effectuate this change, it is necessary to make a change to the Randolph County Employee Policies and Procedures Manual. The changes are outlined as follows:

**Article III: The Pay Plan**--Change disclaimer at beginning of Article from "*Sections 3 – 6 of this article apply only to the Open Range System, while all other sections contained within apply to both the Open Range plan and Step/Grade plan which is the compensation plan governing the Sheriff's Office*" to "*Sections 3 - 6 of this article do not apply to the Sheriff's Office step/grade plan.*" This change is necessary because this disclaimer specifically referred to the Open Range Plan.

Ms. Williams requested that the Board approve moving to the Step/Grade Pay Plan and the associated update to Article III of the Randolph County Employee Policies and Procedures Manual with an effective date of 7/1/16.

*On motion by Kemp, seconded by Haywood, the Board voted unanimously to approve moving to the Step/Grade Pay Plan presented and to approve the associated update to Article III of the Randolph County Employee Policies and Procedures Manual with an effective date of 7/1/16.*

### **Resolution in Support of Legislative Action on HB2**

In April, the Board of Commissioners approved action to adopt a Resolution of Support for the NC Legislature and Governor Pat McCrory regarding House Bill 2. In light of recent State and Federal litigation on this issue, the consensus of the Board was to table the discussion of the language to be included in the Resolution of Support until the July 2016 meeting.

### **Set a Special Meeting Date to Hear Rezoning Requests**

County Manager Hal Johnson said there are several business and other agenda items scheduled for the Commissioners regular meeting on July 11th. There are rezoning requests that are expected to be lengthy that would normally be scheduled for this meeting. As a result, Mr. Johnson requested that the Commissioners consider establishing a special meeting for Monday, July 18th, 6:00 p.m., at the Historic Courthouse, to hold public hearings on the rezoning requests.

*On motion by Allen, seconded by Lanier, the Board voted unanimously to set 6:00 p.m. on July 18, 2016, to hear the rezoning requests for July.*

### **Adjournment**

*At 10:30 p.m., on motion of Haywood, seconded by Kemp, the Board voted unanimously to adjourn.*

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Darrell L. Frye, Chairman

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Phil Kemp

6/6/2016

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Arnold Lanier

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Stan Haywood

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David Allen

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Dana Crisco, Deputy Clerk to the Board

Exhibit 1





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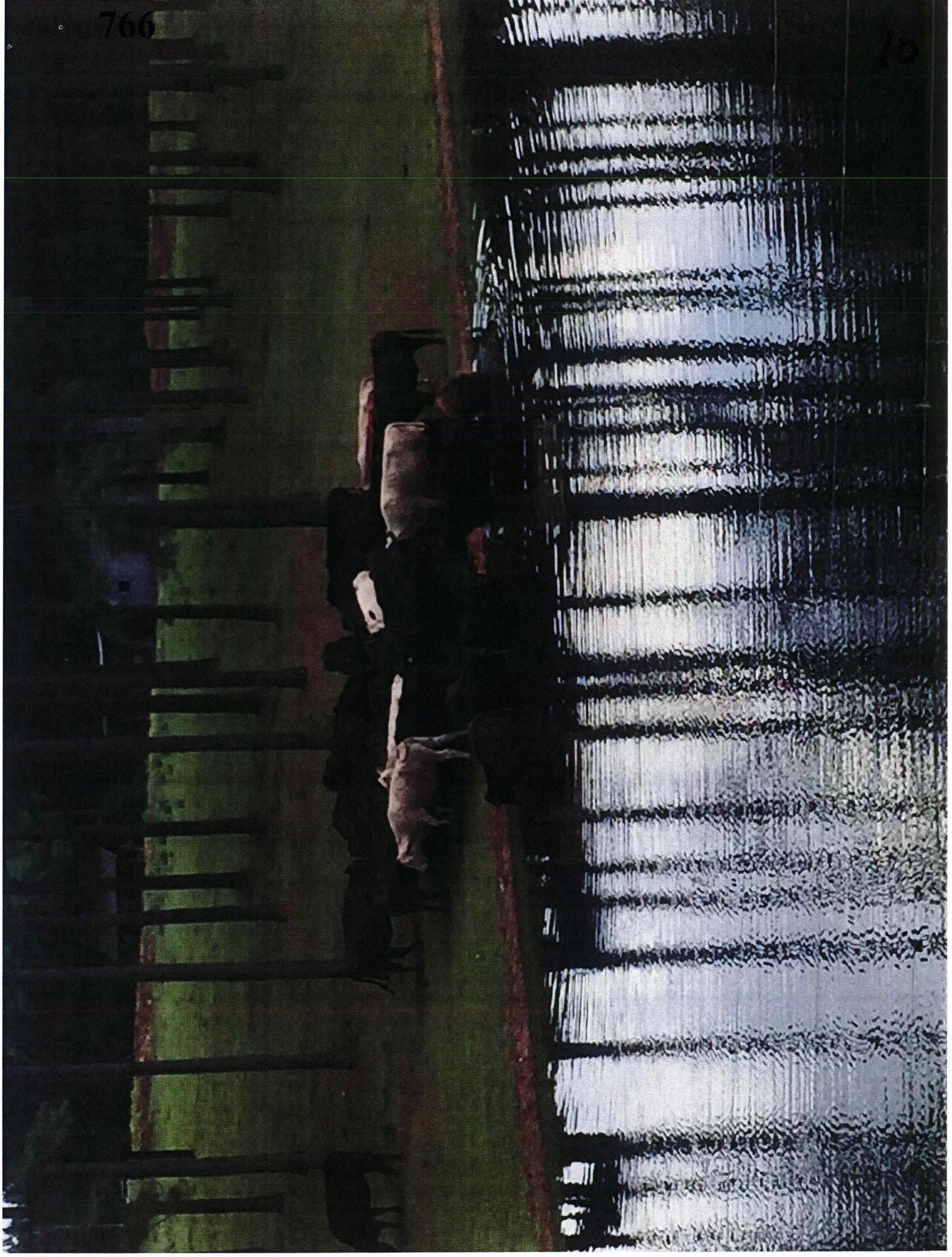
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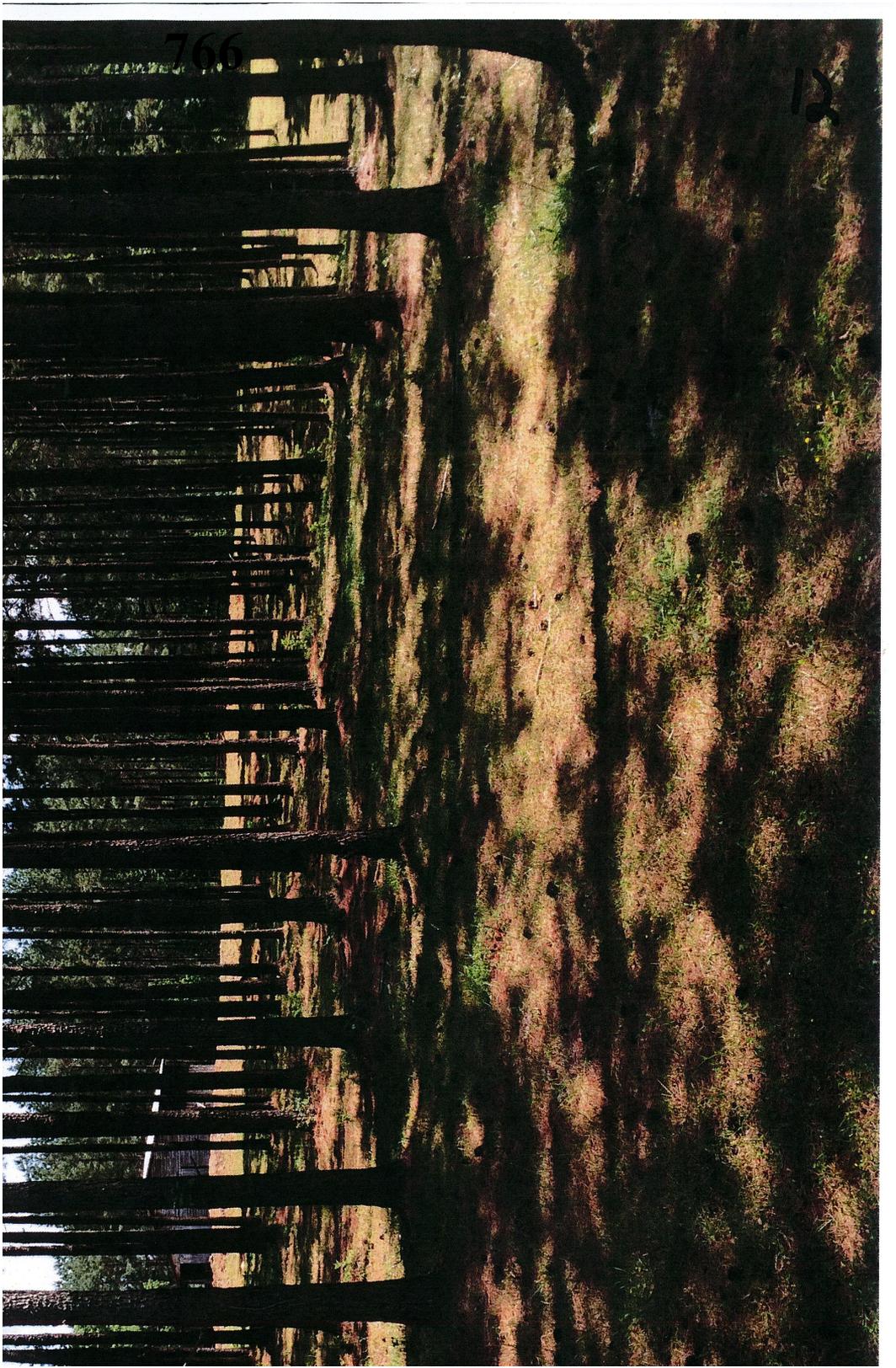






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Exhibit 2



May 18, 2016

An Open Letter to the Randolph County Board of Commissioners

This letter is an opposition response to the proposed rezoning request and hence, proposed subdivisions for Planning/Zoning case number 2016-00000562 by Buck Ridge Homes, and case number 2016-00000479 by Excel Building Group. Both proposals are on Stutts Road, within .6 miles of each other and would in total, add 23 new residences to our two lane rural road. Besides the obvious reasons of overdevelopment, small house and lot size, disproportionate scale or character of the existing neighborhood, and added traffic, I will spotlight a few more facts and reasons that should be considered before a decision is made to allow these two developments to proceed.

In quoting the 2009 Growth Management Plan established by the county, I will accentuate a few of its key points. Firstly, it states that its mission is to “maintain quality and sustainable growth” and that development shall consider “land and groundwater resources” and “groundwater recharge.” My concern, especially after my family had to drill for a new well, along with a few other neighbors, after the most recent addition of a cluster subdivision in 2004, is the sustainability of our groundwater resources with the addition of 23 new residences. I feel that it is the planning board’s responsibility to properly ensure that added homes and subdivisions will not negatively impact the natural resources of the current residents, whether that is by means of required testing, additional surveys, and/or additional research.

The 2009 Growth Management Plan also provides that new subdivisions shall provide adequate “access to major thoroughfares.” With US HWY 64 as the closest thoroughfare for both proposed subdivisions, I will focus on, as the GMP states, the “access” to such a thoroughfare. As it is currently proposed, both subdivisions would sit within one mile of the major thoroughfare. With the addition of the \$300 million proposed US64 Bypass by NCDOT, several things however, become skewed. To start, in reference to the US64 Bypass Project Map Number 1 dated February, 2016, the eastern-most end of Stutts Road no longer has direct access to the highway. Instead, it is a maze of ramps and bridges to connect the user to either Highway 49, located a few miles south, or forcing them to wind through small, rural roads to eventually get on the original stretch of the highway. As a landscape architect, I make my living by understanding how people see, feel, and eventually, how they will use a space. I can only anticipate the added traffic that will now have to be funneled down Back Creek Church Road, again, a small, curving, rural road, so that the user can obtain access to US64 in the most convenient way possible; Back Creek Church Road just happens to sit at the edge of the nine lot proposed development by Excel Building Group. In conjunction with the difficulty of access residents will eventually have to US64 from this neighborhood and the overall desire of the GMP to promote access to thoroughfares, I find it unintelligible that the addition of 23 new homes to a street and neighborhood that, without their addition, will already have frustrations with access to the major thoroughfare, is in line with the standards set out by the Growth Management Plan for successful growth development.

Developers and even some city officials will state that Asheboro and Randolph County are experiencing exponential growth and with the influx of jobs and industry into the area, additional housing and residential development will surely be necessary. On the contrary, I will go back to the GMP of 2009 that projected the population of Randolph County to exceed 144,000 by 2010 and exceed 154,000 by the year 2015. The sad reality is that the latest census of 2010 has projected the overall population of Randolph County in 2014 to just 143,000. This statistic now projects the population to be lower than the original population of 2009 when the GMP was initiated. In addition to the decline in population, the NC Census data places Randolph County number 53 out of all 100 counties in terms of overall growth. This alarming statistic should be a warning sign into the future of Randolph County, both immediate and futuristically. Again, I would find it baffling to how approval of the aforementioned developments add any real value to the future of Randolph County and more significantly, how it aligns with the vision that the GMP set forth and is now proving to be inaccurate.

Developers and investors argue that the rural environment - the limited traffic, the quiet nights, and the "out-of-the-city" feel, are what draws residents to areas such as this to buy a home and raise their family. Indeed, all of these things are true, except, when it comes to limits. At which point do we begin to understand that what draws future residents and development into these areas, are the exact things that are killing it. How many houses have to be erected on rural farmland before it stops becoming rural and starts to become a high traffic, high noise, light polluted suburb of the city of which so many were looking to escape.

In closing, I ask that you hear the voices of the people; their concerns, their thoughts, and their hopes for the place that we can still call rural Randolph County. It's the place where our pasts lie planted in the fields and our futures rise above the pine saplings. It is a land of history, familiar faces, and a longtime appreciation for the way our ancestors treated the land, and how we, as responsible citizens, should continue to support the environment in a way that preserves it for future generations. As representatives of the people, I ask that you please listen to the voices of the people and protect this land and home we all so greatly love and appreciate. Democracy, when it's done right, works. Thank you for your time and in advance, for the decision of denying the development proposals laid before you.

Sincerely yours,



Dustin R. Walker

**NEIGHBORHOOD INFORMATION MEETING  
CITIZEN COMMENT FORM**

Mail to:  
Randolph County Planning Department  
204 E. Academy Street, P O Box 771  
Asheboro NC 27203

PHONE: 336-318-6555 FAX: 336-318-6546  
*planning@co.randolph.nc.us*

Name: Community / Residents

Address: Backcreek + Stults Rd.

City, State, ZIP: Asheboro, NC

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**PROPOSED ZONING COMMENTS:** \_\_\_\_\_

Houses: Should be 1800 sq ft Heated / Cooled

Lots: 2/3 ACRE Lots - TO Keep with neighborhood  
WAY TOO MANY DRIVEWAYS - "23" IN less  
than a 1/2 mile

Should keep within limits of the last  
development - (Cul-de-sac and road)  
to help with the "23" driveways -

Signature \_\_\_\_\_

Date \_\_\_\_\_

*Thank you for your comments and participation in this process!*

View website: <http://www.co.randolph.nc.us/>

Samuel D. Hyles — 2658 STUTTS RD.

- 2 Craig K Brewer - 2754 Statts Rd.
- 3 Free HUSBANDS 2615 STUTTS RD
- 15 William & Cindy Deek - 2368 Statts Rd.
- 6 Richard Allen - 2912 Statts Rd Asheboro
- 7 Jackie Crawford 448 Back creek church Rd
- 8 ROSA MARTIN 4380 Back creek church Asheboro NC 27205
- 9 Thomas R. Jess 365 Back Creek church Rd Asheboro NC 27205
- 11/11 <sup>411 Mary Ann</sup> Cindy Smith 353 Back creek ch Rd Asheboro, NC 27205
- 12 Jessica Browne 2743 Statts Rd Asheboro, NC 27205
- 13 AARON CRAWFORD 522 CABLE CREEK RD ASHEBORO, NC 27215
- 4 Beth McDuffie 2561 Statts Rd.
- 15 Robert Baxter 2956 Statts Rd.
- 16 Zunda Winer 480 Fireside Ct.
- 17 DAVID GRAHAM 476 Fireside Ct
- 18 Randy Crawford 493 Fireside Ct
- 9 Cal Scheinert 568 Cable Creek
- 10 Elizabeth Scheinert 568 Cable Creek
- Regina R. Hunt 581 Cable Creek Rd Asheboro
- Bruce L Hunt 581 Cable Creek Rd Asheboro
- 3/1 Todd R. White 2911 Statts Rd, Asheboro Ne.
- John Presnell 420 Back creek ch. Rd
- Ryan Presnell " "

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- 6 Day Labs 2819 STUTTS RD
- 27 Deane Walker 2819 Stutts Rd
- 8/29 Leo & Nancy Staley - 291 Back Creek Church Rd
- 0 Steve Brueley 325 Back Creek Church Rd
- 1/32 Fred & Evelyn Jester 2771 ~~Back Creek~~ Stutts Road
- 3/34 Mark & Brenda Walker - Stutts Road Property
- 5 Winborne M. Wauer - Stutts Road Property
- 14/37 Ray & Jeannie Westbrook 466 Back Creek Church Rd.
- 8/39 Jody & Bonnie Parks 3255 Stutts Road
- 10 Kristina Justice - 3000 Stutts Rd.
- 1 Keith Reddick 2714 Stutts Rd.
- 2 Andy Rehe 215 Back Creek Ch. Rd, Ashboro
- 3 Justin A Brubaker 279 Back Creek Ch. Rd. Ashboro
- 14 Jonathan Brubaker
- 15 Megan Brubaker } 2957 Brubaker Lane
- 16 Dustin Walker 2819 Stutts Rd



# TIP Project No. R-2536 U.S. 64 - Asheboro Bypass

## Small Group Meeting

NCDOT will hold a small group meeting for citizens who own property in the vicinity of the US 64 Asheboro Bypass. This meeting will be held on Thursday, June 16, 2016.

The purpose of this meeting is to present property owners with information regarding a proposed modification to previously shown roadway plans. This proposal would eliminate construction of the Stutts Road/Westchapel Road bridge over existing U.S. 64. Information will also be provided on traffic pattern changes associated with this proposal. Participants will have an opportunity to submit written comments to the Department of Transportation for a two week period after the small group meeting.

For additional information, contact Mr. Michael Shumsky, P.E. NCDOT Design Build Engineer, 919-707-6627 or email [mshumsky@ncdot.gov](mailto:mshumsky@ncdot.gov).

NCDOT will provide auxiliary aids and services under the Americans with Disabilities Act for disabled persons who wish to participate in this workshop. Anyone requiring special services should contact Diane Wilson, 919-707-6073 or email [pdwilson1@ncdot.gov](mailto:pdwilson1@ncdot.gov) as early as possible so that arrangements can be made.

Aquellas personas que hablan español y no hablan inglés, o tienen limitaciones para leer, hablar o entender inglés, podrían recibir servicios de interpretación si los solicitan antes de la reunión llamando al 1-800-481-6494.

**Glad Tidings Freewill Baptist Church**  
**2539 Old NC Hwy 49**

**June 16**  
**Presentation**  
**6:00 P.M.**

**Followed by Question & Answer Session**

RALEIGH NC 275  
Research Triangle Region  
02 JUN 2016 PM 2 106/05/2016

FIRST CLASS PERMIT

US POSTAGE **1000.94**



# R-2536 Asheboro Bypass—Small Group Meeting

Attn: Diane Wilson  
North Carolina Department of Transportation  
Project Development & Environmental Analysis  
1598 Mail Service Center  
Raleigh, North Carolina 27699-1598

# 766

ZIP 27601  
041M11271132



**Important Information:  
Please read!**

WALKER, DOUGLAS R  
2819 STUTTS RD  
ASHEBORO, NC 27205

27205269919

