

November 1, 2010

The Randolph County Board of Commissioners met in regular session at 4:00 p.m. in the Commissioners Meeting Room, County Office Building, 725 McDowell Road, Asheboro, NC. Commissioners Holmes, Frye, Haywood, Kemp and Lanier were present. Rev. Marion Smith, retired DSS Director, gave the invocation, and everyone recited the Pledge of Allegiance.

Retirement Recognitions

The Board recognized Ava Hooker, who is retiring from the Tax Department with 31 years of service. Following a short tribute to Ms. Hooker by Tax Supervisor Debra Hill, Chairman Holmes presented Ms. Hooker with an engraved clock on behalf of the Board.

The Board also recognized Sherri Allred, who is retiring from the Department of Social Services with 30 years of service. Chairman Holmes presented Ms. Allred an engraved clock on behalf of the Board.

Public Comment Period

Pursuant to N.C.G.S. § 153A-52.1, Chairman Holmes opened the floor for public comment. No one spoke, and the public hearing was closed.

Approval of Consent Agenda

On motion of Frye, seconded by Kemp, the Board voted unanimously to approve the Consent Agenda, as follows:

- *approve minutes of regular and three sets closed session meetings of October 4, 2010;*
- *unseal Closed Session IV minutes of January 4, 2010;*
- *approve DOT resolution adding Parkwood Road to State Roads System, as follows:*

***WHEREAS**, the Department of Transportation has investigated Parkwood Road in the Parkwood Subdivision; and*

***WHEREAS**, the subject street has been found to meet minimum requirements for addition.*

***NOW, THEREFORE, BE IT RESOLVED** by the Randolph County Board of Commissioners that Parkwood Road in the Parkwood Subdivision be added to the Division of Highways' Secondary Road System.*

- *approve Budget Amendment #16 for Health Dept. (additional WIC funds), as follows:*

2010-2011 BUDGET ORDINANCE		
General Fund—Amendment #16		
Revenues	Increase	Decrease
<i>Restricted Intergovernmental</i>	\$9,075	
Appropriations	Increase	Decrease
<i>Health Department/WIC</i>	\$9,075	

- *approve Budget Amendment #17 for Sheriff's Office (JAG grant), as follows:*

2010-2011 BUDGET ORDINANCE		
General Fund—Amendment #17		
Revenues	Increase	Decrease
<i>Restricted Intergovernmental</i>	\$ 15,746	
Appropriations	Increase	Decrease
<i>Sheriff's Office</i>	\$ 15,746	

- *appoint Patricia Way to the Piedmont Triad Emergency Medical Services Advisory Council to fill the consumer slot;*
- *reappoint Donnie Lassiter to the Seagrove-Ulah Metropolitan Water District;*
- *reappoint Linda Covington to the Adult Care Home Community Advisory Committee;*
- *approve the water purchase agreement with the City of Archdale, as follows:*

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF RANDOLPH

*This Agreement is made and entered into on this the ____ day of _____, 2010 (the “Effective Date”) by and between: the **County of Randolph**, a political subdivision of the State of North Carolina (“Randolph County”); the **Piedmont Triad Regional Water Authority**, a water and sewer authority organized pursuant to Chapter 162A of the North Carolina General Statutes (the “PTRWA”); and the **City of Archdale**, a municipal corporation duly organized and existing under the laws of the State of North Carolina (the “Archdale”).*

WHEREAS, *Randolph County and Archdale are members of the PTRWA.*

WHEREAS, *Randolph County has an allocation of 1.25 million gallons of water per day from the PTRWA’s Randleman Regional Reservoir project.*

WHEREAS, *on or about June 12, 2008 the PTRWA issued its Water System Revenue Bond (the “Bond”) in the aggregate amount of \$22,178,485 to finance the construction of a 12 MGD water treatment plant and facilities related thereto.*

WHEREAS, *Randolph County and Archdale wish to enter into an arrangement by which Randolph County will sell up to 750,000 gallons of water per day to Archdale as provided herein.*

WHEREAS, *the parties also wish to resolve by this Agreement the ownership to a certain portion of water infrastructure consisting of 16 inch line between Trotter Country Road and Spencer Road, as more particularly described below (the “Disputed Line”).*

NOW, THEREFORE, *in consideration of performance of the mutual promises and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:*

1. Purchase of Water by Archdale. *Pursuant to the terms of this Agreement Randolph County agrees to sell to Archdale, and Archdale agrees to purchase from Randolph County 250,000 gallons of water per day on a take or pay basis at a price of \$2.27 per 1,000 gallons. Archdale also reserves the right to purchase from Randolph County up to an additional 500,000 gallons per day, and Randolph County agrees to sell such amount to Archdale, on an as needed basis at a price of \$2.80 per 1000 gallons. Randolph County will issue invoices to Archdale on a monthly basis for all water purchased pursuant to this Agreement for the previous calendar month. Notwithstanding anything herein to the contrary, the failure of Randolph County to issue an invoice shall in no way relieve Archdale from the obligation to pay for water purchased by Archdale. Cost of water shall be adjusted effective July 1, 2011 and annually thereafter in an amount equal to the Consumer Price Index for All Urban Consumers (CPI-U)*

South Region. For the purposes of this adjustment, the CPI-U shall be the annual comparison published for the month of March.

2. Delivery of Water. *PTRWA will deliver all water purchased pursuant to this Agreement from Randolph County by Archdale at a delivery point within the Deep River Basin.*

3. Ownership of the Disputed Line.

(a) *In consideration of the payment of \$364,781.39 by Archdale to the PTRWA, the PTRWA hereby relinquishes and transfers to Archdale any interest the PTRWA has, may have or claims in the Disputed Line. In consideration of the mutual promises contained in this Agreement, Randolph County hereby relinquishes and transfers to Archdale any interest Randolph County has, may have or claim in the Disputed Line. The transfer of the Disputed Line is in an "as is" condition. The PTRWA also agrees to install two meter vaults at locations specified by Archdale using monies from the June 12, 2008 Water System Revenue Bonds fund.*

(b) *The PTRWA and Randolph County shall relinquish their rights, if any, and transfer and convey their respective interests, if any, in the Disputed Line to Archdale, free and clear of all liens and encumbrances, through the execution of appropriate deeds, bills of sale and other documents to Archdale as follows:*

A general warranty deed or deeds shall be executed by the PTRWA and a quitclaim deed shall be executed by Randolph County to convey to Archdale all their respective interests, if any, in any real property and improvements thereto which are part of the Disputed Line;

(c) *The document(s) referenced in the immediately preceding subparagraph shall be sufficient to convey to Archdale all right, title, and interest in and to the Disputed Line, including easements and rights-of-way, whether or not recorded.*

4. Effective Date and Term of Agreement. *This Agreement shall be effective as of the Effective Date. The term of this Agreement shall be 5 years. The parties, however, may amend or terminate this Agreement at any time upon their mutual and written consent.*

5. Default and Termination.

(a) Default. *In the event of a default by any party hereunder, the non-defaulting party shall give written notice of such default (hereinafter "default notice") to the defaulting party, who shall have a reasonable time (depending upon the nature of the default) thereafter to cure such default. The default notice shall contain a description of the alleged default, the amount of money (if any) involved, and the remedy sought. If the default is not cured within 30 days of delivery of the default notice, or if due to circumstances beyond the control of the defaulting party the cure cannot be reasonably effectuated within the 30 days and the defaulting party fails to cure the same within a reasonable period working with due diligence, the non-defaulting party shall be entitled to pursue any one or more of the following remedies, which shall be deemed to be cumulative:*

i. *Specific performance, including the right to a temporary restraining order where conditions dictate immediate action;*

ii. *Monetary damages; and*

iii. *If the default consists in whole or in part of a failure by a party to perform an act which can be adequately, efficiently, and responsibly performed by the non-defaulting party, the right (but not the obligation) to perform the act and charge the reasonable cost thereof to the defaulting party.*

(b) Termination. *In addition to the foregoing remedies, either party may, upon written notice to the other, terminate this Agreement after the occurrence of default which has not been cured in accordance with the immediately preceding paragraph.*

6. Enabling Provisions. *This Agreement is authorized by, among other provisions of North Carolina law, Article 15 of Chapter 153A, Article 16 of Chapter 160A and Article 1 of Chapter 162A of the North Carolina General Statutes.*

7. General Provisions.

(a) *This Agreement contains the sole and entire agreement between the parties regarding the subject matter hereof and in no way affects the obligations of Archdale and Randolph County to the PTRWA as outlined in the June 12, 2008 Agreement among the parties.*

(b) *It is hereby declared to be the intention of the parties that the paragraphs, sections sentences, clauses and phrases of this Agreement are severable. If one or more paragraphs, sections, sentences, clauses or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective an enforceable on the basis that said remaining provisions would have been agreed to by the parties without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.*

(c) *Whenever written notice is required under this Agreement, said notice shall be sufficient when received by the person designated below. Said notice may be mailed via certified mail (return receipt requested), sent for overnight delivery by a nationally recognized courier service or hand-delivered. Notice shall not be effective unless actually received. Notices shall be addressed as follows:*

If to the PTRWA:

Mr. John F. Kime, Executive Director; 7297 Adams Farm Road; Randleman, NC 27317

If to Randolph County:

Mr. Richard Wells, County Manager; P. O. Box 4728; Asheboro, NC 27204-4728

If to Archdale:

Mr. Jerry Yarborough, City Manager; P. O. Box 14068; Archdale, NC 27263

Any party may change its mailing address, by giving written notice of the new address. Unless so changed, the addresses set forth above shall apply.

(d) *If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.*

(e) *The failure of any party to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless remain in full force and effect.*

(f) *No party hereto shall assign or otherwise transfer its interest in this Agreement or its rights and obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement and the rights and obligations under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.*

(g) *This Agreement may be executed in one or more counterparts, all of which together shall constitute one agreement.*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed as of the date first above written.

- *appoint Roger Pritchard to the Voluntary Agricultural District Advisory Board to fill the unexpired term of Arlie Culp;*
- *reappoint Ted Hollingsworth, Steve Holland and Judy Kirkman to the Randleman Planning & Zoning Board;*
- *approve renewal of Ambulance Franchise with Ash-Rand Rescue and EMS, Inc. and*

- Piedmont Triad Ambulance & Rescue, Inc;*
- *approve addendum to Agreement for Purchase and Sale of Real Property (Randleman Ambulance Base) extending examination period to January 10, 2011, as follows:*

*This Addendum to Agreement for Purchase and Sale of Real Property (the “Agreement”) is entered into this ____day of October, 2010 by and between **Kelley Properties, Inc.** as Buyer and **Randolph County** as Seller.*

WHEREAS, the parties hereto entered into the Agreement dated June 11, 2010, for the purchase and sale of property located at 2 Parrish Drive, Randleman, North Carolina; and

WHEREAS, Buyer has requested an extension of the Examination Period from October 11, 2010.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and Ten Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the terms of the Agreement as follows:

1. *The Examination Period is hereby affirmed and extended to January 10, 2011.*

Unless otherwise defined herein, the capitalized terms shall have the same meaning as set out in the Agreement.

As amended herein, the terms of the Agreement remain unchanged and enforceable.

Executed the day and year first above written.

Additions to New Business Agenda

Chairman Holmes announced that the following item had been added to the New Business section of the agenda: *Item I. Set Special Meeting Date for Public Hearing on Economic Development Project (Suggest 5 p.m. on November 16, 2010)—Chairman Holmes*

Designation of Randolph County Veteran to be Honored on Wall at New NC Veterans Park in Fayetteville

Chairman Holmes said that the new NC Veterans Park, which will open in Fayetteville in July 2011, is intended to be a tribute to all of North Carolina’s veterans. To underscore the statewide focus of the park, a special public art feature is planned that will incorporate a bronzecast right hand of a veteran from each county in North Carolina. The veteran can be from any branch of the service, male or female, of any rank, having served at any time in America’s recent history, from World War II up to the current actions in Afghanistan or Iraq. Chairman Holmes said that John Pugh, age 97, is believed to be the oldest living veteran in Randolph County and suggested Mr. Pugh as Randolph County’s designated veteran.

John Pugh spoke, saying that he was highly honored and very proud to represent Randolph County in this endeavor. He said that he was a member of the Army Air Corps during World War II. He also mentioned that he was a descendent of a man who was hanged by the British for participating in the Battle of Alamance during the Revolutionary War.

On motion of Haywood, seconded by Kemp, the Board voted unanimously to designate John Pugh as Randolph County’s veteran to be honored with a bronzecast of his right hand that will be incorporated into the special art feature at the new Veterans Park in Fayetteville, NC, and also designated the County Manager to be the point of contact for Randolph County on this project.

Contract Award for Creation of a Randolph County Farmland Protection Plan

Cooperative Extension Director Carolyn Langley stated that in December 2009, the Cooperative Extension, in conjunction with the Randolph County Voluntary Agricultural District, applied to the North Carolina Agricultural Development and Farmland Preservation Trust, a department of North Carolina Department of Agriculture, for a grant to prepare a farmland preservation and protection plan for Randolph County. The intent was to comply with the provision of the Randolph County Farmland and Voluntary Agricultural District ordinance. In April 2010, Randolph County was informed that it had received a grant of \$25,000 to use to develop a plan. Up to \$20,000 of the grant is to be used to hire an agricultural consultant to help in the data collection, preparation and writing of the plan. In August, a Request for Proposals was sent out across the State and Nation. A summary of the three proposals received follows:

Rhea Consulting C/o Carol Rhea-President	604 Forest Hill Drive Shelby, NC 28150	\$48,885 (all-inclusive)
Agricultural and Community Development services C/o Philip Gottwals	PO Box 6666 Columbia, MD 21045	\$32,575 (all-inclusive)
John G. Bonham * Low Bidder	208 Bridle Path, Candler, NC 28715	Expected- \$16,427 Max- \$21,295 Printing- \$2070

Ms. Langley said that the low bidder, John G. Bonham, meets all the requirements set forth in the grant and request for proposals. References for Mr. John G. Bonham have been checked and all have given excellent recommendations. The Voluntary Agricultural Board recommends awarding the contract to Mr. Bonham.

On motion of Frye, seconded by Lanier, the Board voted unanimously to award the bid for creating a farmland preservation/protection plan for Randolph County to John G. Bonham and to authorize the Associate County Attorney to negotiate a contract with Mr. Bonham, not to exceed \$21,295 plus additional printing costs up to \$2,070, and to authorize the County Manager to sign the contract.

Public Hearing and Approval of Randolph County's First Comprehensive Transportation Plan

The North Carolina Department of Transportation, in conjunction with the Piedmont Triad Rural Planning Organization and the jurisdictions within Randolph County have worked collaboratively on the first ever Comprehensive Transportation Plan for the non-urban portion of the county. This plan includes maps and descriptions of the recommended improvements for each mode of travel for the next 25 to 30 years, and has been coordinated with the long range transportation plans of the High Point MPO (which covers Trinity, Archdale and some surrounding unincorporated areas of the county). The maps show recommendations for each mode separately: highways, transit & rail, pedestrian, and bicycles. The planning horizon is 25-30 years. Each municipality included in the planning area has approved the portion of the plan within its jurisdiction, with some minor revisions which are reflected on the enclosed maps. The planning document is useful to local governments and the RPO in a variety of ways. The technical data supporting the recommended improvements is useful in conducting project prioritization at the local and regional level; grant requests may reference the maps and recommendations; and the descriptions of future facility characteristics provide a greater level of predictability for local governments and the public when road improvements are scheduled in the

State Transportation Improvement Program (STIP). The maps and recommendations were released for public review and comment on August 16.

At 4:30 p.m., Chairman Holmes opened the public hearing. Hearing no comments, the public hearing was closed.

On motion of Haywood, seconded by Frye, the Board voted unanimously to approve Randolph County's first Comprehensive Transportation Plan (Maps ATTACHED by reference), as presented.

Update on Regional Landfill Project

David Townsend, III, Public Works Director, said that plans are continuing at a fast pace for the proposed regional landfill project. Currently NC DENR is conducting the Fatal Flaw Study, with 90% of the study complete. So far, no flaws have been detected. Our consultants, Golder and Associates, have done some mapping and have located the approximate site for the proposed landfill. Mr. Townsend said that he had recently attended a conference in Wilmington and received an abundance of interest from local governments on the proposed project.

Bid Award for Soils Boring Contractor at Solid Waste Facility

David Townsend, III, Public Works Director, said that the County needs to perform soil borings at the Randolph County Solid Waste Facility in order to assist with the design of the new landfill and to satisfy State requirements regarding soil conditions. Public Works submitted a Request for Proposals to six professional firms to provide the soil borings. Three proposals were received: one from a company that received the RFP that was sent out and the other two proposals were from companies that saw the RFP on the County's website. A summary of the bids received follows:

1.	Saedacco, Inc., Fort Mills, SC	\$49,750.00
2.	Geologic Exploration, Inc., Raleigh, NC	\$58,895.00
3.	Earthcon, Inc., Hickory, NC	\$75,325.00

Saedacco is the lowest bid at \$49,750.00. Mr. Townsend said that our consultants have worked with this firm several times and are satisfied that they will provide good results for the County. He recommended the Board award the contract to Saedacco and said that funds are available in the Landfill Post Closure Fund for this project.

On motion of Kemp, seconded by Frye, the Board voted unanimously to award a contract to Saedacco in the amount of \$49,750 for soil boring services at the landfill.

Approval of Change Order for Hwy 64 Water Line Project

David Townsend, III, Public Works Director, presented a request for a \$117,600 change order to the contract with Triangle Grading and Paving for the Highway 64 water line project. He said that although the change order appears to be large in scope, it actually represents several construction hurrles, including DOT delays, pipe cost increase due to delays, additional soil erosions contracts and minor changes in the scope of work. At the present time, all lines have been installed except for the water taps which would result in only a minor change order, if any.

Mr. Townsend said that between the two funding sources there are sufficient funds to handle these adjustments. He also stated that the water line project has been extended approximately 150 feet east and could possibly extend further once the final costs are determined.

On motion of Kemp, seconded by Haywood, the board voted unanimously to approve a change order for \$117,600 to Triangle Grading and Paving for the Hwy 64 water line project.

Approval of Increase in Pneumonia Vaccine Fee

MiMi Cooper, Director of Public Health, stated that the cost of recently reordered pneumonia vaccine had increased by \$11 per dose. She asked the Board to approve an increase in the cost of pneumonia vaccine from \$30 per dose to \$41 per dose, effective immediately. This is the Health Department's cost, with no additional charges. The vaccine's target audience includes people with no insurance or insurance that does not cover vaccination.

On motion of Frye, seconded by Haywood, the Board voted unanimously to approve a fee increase for pneumonia vaccine to \$41 per dose, effective immediately, as requested.

Action to Set Special Meeting Dates and Public Hearings

On motion of Kemp, seconded by Frye, the Board voted unanimously to set Tuesday, November 16, 5:00 p.m. for a special meeting and public hearing regarding economic development, and 6:00 p.m. as the time for a special joint meeting with the City of Asheboro, also regarding economic development.

Closed Sessions

At 4:55 p.m., on motion of Frye, seconded by Kemp, the Board voted unanimously to go into closed session to discuss matters relating to the location or expansion of business in the area, pursuant to N.C.G.S. 143-318.11(a)(4), and to consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee, pursuant to N.C.G.S. 143-318.11(a)(6).

Regular Session Resumed

At 5:00 p.m., the Board returned to regular session.

Recess

At 5:00 p.m., the Board took a short recess.

Rezoning Public Hearing

At 6:30 p.m., the Board adjourned to a duly advertised public hearing to consider a rezoning request. Hal Johnson, Planning Director, presented the following request, and Chairman Holmes opened the public hearing for comments on the request and closed it before taking action.

1. **TABERNACLE ATHLETIC ASSOCIATION**, Asheboro, North Carolina, is requesting that 11.00 acres located at 6221 US Hwy 64 West, Tabernacle Township, be rezoned from RA to RBO-CD. Tax ID# 7712325311. Rural Growth Area. Lake Reese Water Critical Watershed. The proposed Conditional Zoning District would specifically allow the operation of a turkey shoot and recreational fields, as per site plan. The Planning Board reviewed this request at public meeting on October 5, 2010, and recommended by a vote of 5-2 that this request be approved with the following conditions:

**access to the property from US Hwy 64 must be opened prior to operating the turkey shoot

**must maintain 12 ft. berm adjoining the cub scout camp (right of property)

**must raise back berm (behind shooting range) to 10 ft and maintain berm

**Operating dates and times - November and December - 6 to 9:30 p.m. - Fridays and Saturdays
The Planning Board found the following policy within the 2009 Growth Management Plan that support determination of consistency with the adopted plan with this recommendation:

Resolution of Adoption - 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.

John Hamby, 7493 US Hwy 64W, Asheboro, and President of the Tabernacle Athletic Association (TAA), spoke in favor of the request, saying that the TAA owns the property on which the turkey shoot would be held and will use the money to enhance the ballfields. He said that the TAA funds all of Tabernacle Elementary School's athletic programs; the school provides no funding, but does allow TAA to use the school gym. Mr. Hamby said that the TAA will likely have to pay for gym use next year. Although the TAA has held numerous fundraisers, they are barely able to make ends meet. He believes a turkey shoot will provide the funding they need. He also said that the most used entrance to the proposed site is via the school's property, but they now have another entrance directly off of Hwy 64. Mr. Hamby said that he doesn't think that there are any boy scout trails that adjoin the proposed turkey shoot site property. When asked if a study had been performed regarding the effect that noise would have on nearby neighbors, Mr. Hamby said that no study had been done, and stated that he is aware that there will be noise, but argued that there is also noise at the State Fair. He also stated that he was not aware of the recommended condition that the turkey shoot be held only during November and December; he prefers to be able to operate from September through December. When asked how much money he expected to raise, Mr. Hamby replied that the last time they held a turkey shoot on Lions Club property, they made \$3,000, splitting the proceeds.

Lynn Lancaster, 1814 Coxmoor Place, Asheboro, provided numerous credentials, which support his being an expert on firearms and firearms safety. He also said that he has been a Boy Scout leader for 15 years and that he has no reservations about the proposed turkey shoot; it could be done safely on this property. He said that the proposed bermage is beyond sufficient, adding that it exceeds most ranges in North Carolina. He also mentioned that the proposed bermage supports the use of up to 50 caliber rifles. He suggested that the TAA supply only steel shot shells so that no one has to deal with lead in the dirt in the future.

Thomas Shore spoke on behalf of the Tabernacle community, saying that the community is worried about a shooting range that close to the school. He doesn't think it would be appropriate since approximately 70 homes and four churches will be disturbed by the noise. He stated that Bryce Robbins sold this property to the Athletic Association below market value with the promise that it would be used only for athletic activities. According to Mr. Shore, the community supports the property being used for athletics, but not a turkey shoot. He said that Tabernacle is a quiet community and wishes to keep it quiet and safe for the children. He asked each Board member to consider this request as if it would be in his own neighborhood.

Jerry Robbins, 6133 US Hwy 64W, said that he lived closest to the proposed site. He doesn't oppose the TAA's fundraising efforts, but he is concerned with the inevitable noise. He mentioned that years ago, the Boy Scouts offered to let the TAA use some of their land for ball

fields, but the TAA declined because they would not be able to install big lights. He is also concerned because the shooting range would also negatively impact his cousin who lives nearby.

Bryce Robbins, 1237 Arrowwood Rd., Asheboro, stated that years ago, when he was approached by Mike Fox, President of the TAA, he was promised that the land would be used for lighted fields for baseball, softball and soccer. Fourteen years later, it still has not been developed. An existing road that had been constructed has now washed out. Mr. Robbins stated that there has to be other ways to make money for field improvements, but that a turkey shoot is not what the land was intended for and is too close to a school. Mr. Robbins added that selling this property was the biggest mistake he's ever made.

Candice Haithcox spoke in opposition to the request, saying that she can see the school and ball fields from her house. She is concerned that if the request is approved, people will continue to use the school entrance to access the turkey shoot property. She also said that there is just too much potential for mistakes with guns that could hurt people. Ms. Haithcox added that noise from a turkey shoot will greatly disturb the school, the scouts and other neighbors.

Marty Trotter, Assistant Superintendent, spoke on behalf of the Randolph County Schools. Mr. Trotter voiced concerns of guns being used near school property. The drive for the school is also being used as access to this property. It is against state law for a gun to be on school property, and an alternate entrance would need to be used, if approved. There are often other school functions or community fundraisers being held on school property after normal school hours and on weekends. This is too much of a risk being that near a school.

Jeremy Luck spoke in opposition to the request due to safety concerns because of its close proximity to the school. Mr. Luck also said that he was a volunteer scout leader and added that Woodfield Scout Camp is one of six camps in the nation that allow cub scouts to camp. He said that he deals with timid scouts and asked that the Commissioners consider the reaction of a young boy experiencing his first camping trip and being subjected to the frightening sound of constant gunfire nearby. He also has safety concerns regarding the close proximity to the scout camp. He offered to provide to any of the TAA members, the locations of other existing turkey shoot venues.

George McLarty, Vice President of the Boy Scout Council, said that he was primarily in attendance to listen and answer questions.

Larry Wright opposed the request due to the close proximity to nearby houses.

Commissioners asked Mr. Hamby if the TAA had checked into other locations for the turkey shoot and if he had considered liability insurance.

Mr. Hamby said that they had not considered other locations because they already own the land and want to get good use out of it. He said that he did realize that he would have to get insurance. When asked how much it will cost to finish the fields, Mr. Hamby responded that there are only a handful of people who help with the ball fields. He uses his own tractor to ready the fields for use. He would like to finish the concession stand, but was not able to put a price on how much it will take to accomplish that. He also stated that the TAA wishes to build a park between the two fields.

James Wray said that the TAA has held other fundraisers, but they usually made enough money to fund only team uniforms, equipment and rental fees for other facilities. He asked the Commissioners that if they can't get the land rezoned, how can they raise the money to get the fields ready.

On motion of Haywood, seconded by Kemp, the Board voted unanimously to deny the request of Tabernacle Athletic Association. The Commissioners cited the following policies as identified by the Technical Review Committee at the Oct 5, 2010, County Planning Board meeting as supporting a determination of consistency of denial:

Policy 4.3 Individual Rural Business or Highway Commercial rezoning decisions will depend upon the scale of the proposed development as it relates to the specific site and location weighed against the impacts to adjoining rural land uses.

NC General Statutes § 153A-340. Grant of power.

(a) For the purpose of promoting health, safety, morals, or the general welfare, a county may adopt zoning and development regulation ordinances.

Citizen Comment

Ed Gavin, former County Attorney, said that he had been disappointed when he read a recent letter to the editor in the *Courier Tribune* criticizing the County Commissioners. He said that he doesn't think the author of the letter realizes how much time and effort Board members spend studying the issues and the amount of time spent on County matters that could have been spent with family, business and pleasures. He also disagreed with the gentleman who wrote the letter regarding his accusation that the Commissioners do not have any imagination. He argued that the Commissioners have a responsibility to view each side of an issue and to use all resources to meet those issues. Mr. Gavin said that he is afraid that these kinds of remarks discourage people to file for office. Mr. Gavin commended the Commissioners for their service.

Adjournment

At 7:30 p.m., there being no further business, the meeting adjourned.

J. Harold Holmes, Chairman

Darrell L. Frye

Phil Kemp

Stan Haywood

Arnold Lanier

Cheryl Ivey, Clerk to the Board