

County Commissioners Minutes

July 9, 2007

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, Kemp, Haywood, and Lanier were present. Father Larry Emerson, All Souls Anglican Church, Asheboro, gave the invocation and everyone recited the Pledge of Allegiance.

Special Presentation

Chairman Holmes presented an engraved plaque to Annie Shaw in appreciation of her 20 years of service on the Randolph County Jury Commission.

GFOA Certificate for FY 2005-2006

Will Massie, County Finance Officer, announced that Randolph County's Comprehensive Annual Financial Report has been awarded a Certificate of Achievement for Excellence in Financial Reporting for the 18th consecutive year by the Government Finance Officers Association (GFOA) of the United States and Canada. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Public Comment Period

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

Approval of Consent Agenda

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

- *approve 6/4/07, 6/5/07, 6/11/07, 6/14/07, & 6/25/07 meeting minutes;*

- *approve 2007 Randolph County Classification Plan;*

- *adopt Proclamation Honoring 2007 SWRHS Softball State Champions, as follows;*

WHEREAS, the Southwestern Randolph High School Softball Team, on Saturday, June 2, 2007, earned the 2007 State 3-A Softball Championship in Raleigh, North Carolina, compiling an impressive 31-1 season record; and

WHEREAS, special commendation is due all team members, Head Coach Steve Taylor and Assistant Coaches Danny Campbell, Lee McCaskill & Wendell Seawell, as well as all those who actively worked to make this year's softball season a success; and

WHEREAS, the seniors, over their four years, boast a remarkable 100-13 record; and

WHEREAS, Southwestern Randolph High School Softball record for the past 10 years is 222-48; and

WHEREAS, Seniors Natalie Haithcox, Ashley Seawell and Brittany York made the North Carolina's West All-Star Softball Team; and

WHEREAS, the Southwestern Randolph High School Softball Team has exhibited athletic ability and great sportsmanship, both on and off the field, thereby bringing pride and recognition not only to Southwestern Randolph High School, but also to Randolph County and its citizens.

NOW, THEREFORE, BE IT PROCLAIMED by the Randolph County Board of Commissioners that we acknowledge the talents, skills, teamwork, sportsmanship, and successes of the Southwestern Randolph High School Softball Team, the 2007 3-A State Champions, and, on behalf of our citizens, we do hereby extend this expression of our pride in this prestigious milestone and wish them well in their future endeavors.

- *reappoint Susan Behr and Libby Frye to the Adult Care Home Community Advisory Committee;*
- *appoint Dr. Robert Shackelford to Workforce Development Board (new seat);*
- *reappoint Greg Patton, Sherri Trotter, Sandy Key, Lisa Royal, Joe Goldston, Arnold Lanier, Clark Bell, Talmadge Baker, Pam Hill, Johnathan Sermon and Wendy Kennon to the Juvenile Crime Prevention Council;*

- approve Budget Amendment #1 – Public Health, as follows:

2007-2008 BUDGET ORDINANCE—GENERAL FUND—AMENDMENT #1		
Revenues	Increase	Decrease
<i>Restricted Intergovernmental</i>	\$35,929	
Appropriations	Increase	Decrease
<i>Public Health</i>	\$35,929	

Update on Industrial Site Development

Bonnie Renfro, Economic Development Corporation, stated that three years ago the EDC came to the Board with the premise that communities prepared for success will achieve. At that time, the Board decided to set aside funds for four years. The EDC decided to proactively focus on industrial product development with site and industrial parks on land that is ready for development. The EDC formed the Randolph County Development Corporation (RCDC), which is 501c3, to focus on real estate. RCDC’s goals were established as tax base, jobs, income, diversification in the business sector, and an economic driver project that serves as a catalyst for more development. Out of seven potential sites, three were selected based on their observed ability to attract EDC’s target sectors. Ms. Renfro stated that EDC is currently in discussions with property owners about property control and seeking partners among municipalities, utility providers, and railroads. She said their next steps will be to request funding to further evaluate sites, engineering reports on geo-technical streams, infrastructure extension plan, and conceptual planning.

Consider Approval of Interlocal Agreement Between the County and the PTRWA

Vice-Chairman Frye stated that the Joint Governmental Agreement will allow the Piedmont Triad Regional Water Authority to go forward with securing financing for the water treatment plant and the distribution lines.

On motion of Haywood, seconded by Frye, the Board voted unanimously to approve the Interlocal Agreement between the County and the Piedmont Triad Regional Water Authority, as follows:

JOINT GOVERNMENTAL AGREEMENT

This Agreement is entered into this 9th day of July, 2007 and is among PIEDMONT TRIAD REGIONAL WATER AUTHORITY (the “Authority”), and 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 prove 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 want to supplement and amend the 1987 Agreement by entering into this Agreement.

The Agreement

The parties agree as follows:

1. Members’ Rights Concerning Treated Water. 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 total monthly production of treated water corresponding to the

percentage indicated for that Member on Exhibit A. 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 expansion of the Water Treatment Plant if (i) the Authority determines that such expansion is technically and economically feasible applying prudent utility practice standards, (ii) the Members wanting to receive a portion of the increased production agree to their respective percentages thereof and Exhibit A is revised in accordance therewith. Such revised Exhibit A shall take effect under Section 2(a) on and after the date treated water is first delivered pursuant to such expansion and shall also apply prior to that date with respect to any non-Revenue Bond-financed expenditures incurred by the Authority as a result of such expansion.

2. Payments by Members to the Authority. 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) Commencing on the ___ day of the month following the month in which the Authority first makes treated water available to Members and on the ___ day of each month thereafter, each Member shall pay to the Authority its share, as indicated below, of the Authority's total expenditures for the previous month, other than (i) amounts covered by subsection 2(b) and (ii) expenditures from proceeds of the Revenue Bonds and investment earnings thereon (the "Operating Cost Obligations"). The Members' respective shares of the Authority's fixed expenditures relating to the Water Treatment Plant (as determined by the Authority) shall be the percentages on Exhibit A; the Members' respective shares of the Authority's other fixed expenditures (as to be determined by the Authority) shall be the percentages on Exhibit C; and the Members' shares of the Authority's variable expenditures (as determined by the Authority) shall be based on each Member's share of the Authority's total treated water delivered to all Members during that month. Subject to the provisions of Section 6, upon notice from the Authority that a Member has not made an Operating Cost Obligation payment in full, each other Member shall promptly pay to the Authority as additional Operating Cost Obligation its pro rata share (based on its percentage of the total amount due from Members (other than the defaulting Member) under the first sentence of this subsection (a)) of the defaulted amount, except that no Member shall be obligated to pay more than [125%] of the amount due from it under the first sentence 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 shall be paid to the Members making up the defaulted amounts based on their respective percentages thereof. Until the Operating Cost Obligations commence, the Members shall pay the Authority's operating costs based on the percentages in Exhibit C. It is anticipated that Exhibits A and B will be revised in connection with each issuance of Revenue Bonds after the initial issuance of Revenue Bonds.

(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) (collectively, the "Debt Service Obligations"). Any excess Revenue bond proceeds (and investment earnings thereon) remaining after completion of the projects to be financed with those Revenue Bonds shall be paid to the Members based on the percentages in Exhibit B.

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 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.

(c) Exhibits A, B and C represent a good faith effort by the parties to allocate the Operating Cost 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.

(d) Each Member shall budget for and appropriate amounts sufficient to satisfy its Payment Obligations (subject to the limitations imposed by 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. Payment obligations 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.

[Sections 3 and 4 are based in part on an assumption the rating agencies and bond insurers look to the water and/or sewer systems of the Members for payment of the Revenue Bonds.]

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 sewer system ("Water and Sewer System"), if any but 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 satisfaction of 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. The Payment Obligations shall be treated as operating expenses of the Members' Water and Sewer Systems. 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 purposed 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.

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. Upon commencement of the Operating Cost Obligations, section 7 of the 1987 Agreement shall be 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 relative percentages on Exhibit A. 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 Exhibit A from time to time as described herein.

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

9. Term. This Agreement shall Terminate and all rights and obligations hereunder shall cease 50 years after the date hereof.

10. Miscellaneous. This agreement constitutes the entire agreement among the parties as to the matters addressed herein and binds each of their successors and assigns. 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, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

EXHIBIT A

Percentages of treated water each unit is committed to while the WTP is at 12 MGD capacity

Greensboro	64.17%	7.7 mgd
High Point	8.33%	1.0 mgd
Randleman	8.33%	1.0 mgd
Randolph County	8.33%	1.0 mgd
Jamestown	4.17%	0.5 mgd
Archdale	6.67%	0.8 mgd
	<u>100.00%</u>	<u>12.0 mgd</u>

EXHIBIT B

Revenue Bond Debt Service

Greensboro	52.82%
High Point	16.88%
Randolph County	19.04%
Randleman	2.18%
Jamestown	2.23%
Archdale	<u>6.85%</u>
	<u>100.00%</u>

EXHIBIT C

Ultimate Percentage of Ownership

Greensboro	53.1%	25.5 mgd
High Point	19.0%	9.1 mgd
Randolph County	18.7%	9.0 mgd
Archdale	4.6%	2.2 mgd
Jamestown	2.5%	1.2 mgd
Randleman	<u>2.1%</u>	<u>1.0 mgd</u>
	<u>100.00%</u>	<u>48.0 mgd</u>

Approval of Permanent Sewer Easement for City of Trinity at Hopewell School Property

Aimee Scotton, Staff Attorney, stated the City of Trinity has asked for a permanent easement covering 0.27 acres of property at Hopewell Elementary School for the construction of a sewer pump station. This pump station is part of Phase 2 of Trinity’s sewer installation plan, which, when complete, will enable the connection of Hopewell School to Trinity’s system.

On motion of Frye, seconded by Haywood, the Board voted unanimously to approve a permanent sewer easement for the City of Trinity at Hopewell School property, as presented.

Annual Settlement Report

Ben Chavis, Tax Assessor/Collector, presented the collection settlement reports (real and personal property, motor vehicles, and ambulance) for FY 2006-2007, as required by G.S. 105-373. The collection rate for 2006-2007 was 99.51%.

On motion of Kemp, seconded by Haywood, the Board voted unanimously accepted the following collection settlement reports for FY 2006-2007, as presented:

REAL & PERSONAL PROPERTY SETTLEMENT REPORT

Beginning Balances:

Current Levy	62,135,589.42	
Delinquent Secured	312,523.11	
Delinquent Unsecured	505,166.38	
Total Beginning Receivables		<u>62,953,278.91</u>

Additions:

Manual Discoveries, Public Utilities	2,182,735.01
Supplemental Billing (second billing)	593,235.82

Credits:

Collections	63,943,396.34
Releases	325,429.50
Discounts	686,740.72

Adjustments: -62,179,595.73

Ending Balances:

Current Secured Levy	243,436.23	
Current Unsecured Levy	76,379.39	
Delinquent Secured	77,817.59	
Delinquent Unsecured	376,049.97	
Total Ending Receivables		773,683.18

VEHICLE SETTLEMENT REPORT

Billing Month	COUNTY ONLY	ALL DISTRICTS
Outstanding Balance:	1,139,751.07	2,198,779.86
Original Billing:	6,333,460.46	8,600,539.68
Interest Charged:	129,035.52	193,193.68
Total:	7,602,247.05	10,992,513.22
Taxes Collected:	5,881,120.44	8,338,069.29
Interest Collected:	129,035.52	193,193.68
Taxes Released:	144,360.21	204,722.45
Unpaid Taxes:	1,447,730.88	2,256,527.80
Total:	7,602,247.05	10,992,513.22

COUNTY ONLY
MONTH

ALL DISTRICTS
MONTH

COUNTY ONLY MONTH	PERCENTAGE	ALL DISTRICTS MONTH	PERCENTAGE
JULY	97.28%	JULY	97.09%
AUGUST	97.41%	AUGUST	97.24%
SEPTEMBER	95.86%	SEPTEMBER	95.76%
OCTOBER	91.53%	OCTOBER	90.99%
NOVEMBER	93.82%	NOVEMBER	93.32%
DECEMBER	93.21%	DECEMBER	92.41%
JANUARY	92.01%	JANUARY	91.49%
FEBRUARY	89.44%	FEBRUARY	88.72%
MARCH	85.67%	MARCH	85.24%
APRIL	82.64%	APRIL	82.35%
MAY	77.21%	MAY	76.86%
JUNE	66.23%	JUNE	65.95%

AMBULANCE SETTLEMENT REPORT

UNCOLLECTED AMBULANCE FEES

July 1, 2006 4,380,675.53

**AMBULANCE FEES CHARGED TO
TAX DEPARTMENT FOR COLLECTION**

JULY 1, 2006 THROUGH JUNE 30,2007 3,596,965.72

**LEGAL FEES (GARNISHMENTS,JUDGE-
MENTS,ETC)**

2,364.80

DEBITS

626.69

OVERPAYMENTS & REFUNDS

30,541.03

TOTAL

8,011,173.77

**ALL SUMS DEPOSITED WHICH
REPRESENT**

AMBULANCE FEES AND LEGAL FEES 2,469,459.71

RELEASES(MEDICARE,MEDICAID) 168,057.69

UNCOLLECTED AMBULANCE FEES 5,187,215.83

CREDIT 250.61

STATUTE OF LIMITATIONS 186,189.93

TOTAL

8,011,173.77

Announcement of Tax Assessor/Collector's Resignation

Mr. Chavis announced that he has tendered his resignation and has accepted the Assistant Tax Assessor position in Guilford County, effective August 1, 2007. He thanked the Board for their support and recommended Debra Hill as the next Tax Assessor/Collector.

Closed Session—Personnel

At 5:06 p.m., on motion of Frye, seconded by Kemp, the Board voted unanimously to go into closed session to consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee, pursuant to NCGS 143-318.11(a)(6).

At 5:31 p.m. the Board returned to open session.

Approval of Resignation

On motion of Frye, seconded by Kemp, the Board voted unanimously to accept the resignation of Ben Chavis, County Tax Assessor/Collector.

Appointment of Interim Tax Supervisor

On motion of Frye, seconded by Haywood, the Board voted unanimously to appoint Debra Hill as Interim Tax Supervisor for a period of up to one year.

Appointment of Tax Assessor/Collector, Oath of Office, and Charge to Tax Collector

On motion of Frye, seconded by Kemp, the Board voted unanimously to appoint Debra Hill as Tax Assessor/Collector for a 4-year term, and to set her bond for \$300,000. Chairman Holmes administered the oath of office to Ms. Hill and then read the charge to collect taxes to Ms. Hill, as follows:

You are hereby authorized, empowered and commanded to collect the taxes set forth in the tax records filed in the office of the County Assessor and in the tax receipts delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Randolph and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real and personal property of such taxpayers, for and on account thereof, in accordance with law.

****Note:** See action taken later in the meeting.

Public Hearing on Rural Operating Assistance Program (ROAP) and approve FY 07-08 ROAP Application and Appendix A Certified Statement

At 5:36 p.m. the Board adjourned to a duly advertised public hearing concerning the FY 2007-08 ROAP grant application. Roger King, Transportation Director, Randolph County Area Transit System, told the Board that this grant consolidates the Elderly and Disabled Transportation Assistance Program (EDTAP), the Work First Transitional/Employment Transportation Assistance Program (WF/EMP) and the Rural General Public Program (RGP) into a single package. The \$262,388 (\$123,818-EDTAP, \$28,456-WF/EMP, \$110,114-RGP) requested is based on formulas approved by the General Assembly.

Chairman Holmes opened the public hearing. No one was present to speak. Chairman Holmes closed the public hearing.

On motion of Frye, seconded by Kemp, the Board voted unanimously to approve the FY 2007-08 ROAP grant application and Appendix A Certified Statement, as follows:

RURAL OPERATING ASSISTANCE PROGRAM

WHEREAS Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of north Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering all federal and/or state programs related to public transportation, and grants NCDOT authority to do all things required in applicable federal and/ or state legislation to properly administer the public transportation programs within the State of North Carolina;

WHEREAS, G.S. 136-44.27 established the Elderly and Disabled Transportation Assistance Program;

WHEREAS, funds will be used for transportation related expenditures as specified in the FY 2007-2008 Rural Operating Assistance Program (ROAP) application;

WHEREAS, information regarding use of the funds will be provided at such time and in such a manner as NCDOT may require;

WHEREAS, it is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises, Minority Owned Business Enterprises and Women Owned Business Enterprises shall have the opportunity to participate in the performance of contracts financed in whole or part by Federal and State funds in order to create a level playing field, and the county shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

WHEREAS, ROAP funds will be used to provide eligible services during the period July 1, 2007 through June 30, 2008;

WHEREAS, any interest earned on ROAP funds will be expended for eligible program uses as specified in the ROAP application; and

WHEREAS, the County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.

This is to certify that the undersigned is duly elected, qualified and acting chairperson of the Board of County Commissioners of the County of Randolph, North Carolina, and that the following statements are true and accurate:

Elderly and Disabled Transportation Assistance Program

1. The funds received from G.S. 136-44.27 will be used to provide transportation services for the elderly and disabled allowing individuals to reside for a longer period in their homes, thereby enhancing their quality of life.
2. The funds will not be used to supplant or replace existing federal, state or local funds designated to provide elderly and disabled transportation services in the county.

Employment Transportation Assistance Program

1. The purpose of these transportation funds is to support transitional transportation needs of Work First participants after eligibility for cash assistance has concluded and/other specified general public employment transportation needs.
2. The funds are limited to use by the local Department of Social Services, Work Force Development Program or the community transportation system.
3. The funds may be transferred to the Elderly and Disabled Transportation Assistance Program or the Rural General Public Program after an assessment of employment transportation needs in the service area indicates that employment transportation needs are substantially being met. This assessment will occur prior to any transfer of funds and following submission of a statement to that effect from the County Manager to the Public Transportation Division.

Rural General Public Program

1. The funds are limited to use by the community transportation system.
2. The funds will not be used to provide human service agency trips.

Appointment of Voting Delegate for NCACC Annual Conference in August

On motion of Kemp, seconded by Frye, the Board voted unanimously to appoint Harold Holmes as voting delegate for the NCACC Conference in August.

Approval of September Meeting Date Due to Holiday Conflict

On motion of Kemp, seconded by Frye, the Board voted unanimously to set the September meeting date to September 4, 2007, due to holiday conflict.

Approval of Public Hearing on Installment Financing Agreement (COPS) for Public School Construction

On motion of Kemp, seconded by Frye, the Board voted unanimously to set 5:00 p.m. on August 6, 2007 for a Public Hearing on Installment Financing Agreement (COPS) for Public School Construction.

Recess

At 5:46 p.m., the Board recessed until 6:31 p.m.

Reconsideration of Tax Assessor/Collector Appointment

On motion of Frye, seconded by Kemp, the Board voted unanimously to reconsider the appointment of Debra Hill for a 4-year term, with the term expiring on July 12, 2010.

Appointment of Tax Assessor/Collector

On motion of Frye, seconded by Kemp, the Board voted unanimously to appoint Debra Hill as Tax Collector to fill the unexpired term of Ben Chavis.

Rezoning Public Hearing

At 6:34 p.m., the Board adjourned to a duly advertised public hearing to consider rezoning requests. Hal Johnson, Planning and Zoning Director, presented the following requests, and Chairman Holmes opened the public hearing for comments on each request and closed it before taking action on each request.

1. KEVIN PRITCHARD, Asheboro, North Carolina, is requesting 4.57 acres out of 18.06 acres located on Fairview Farm Road (off NC Hwy 42), Grant Township, be rezoned from RA to RBO-CD. Secondary Growth Area. Tax ID# 7679848999. The proposed Conditional Zoning District would specifically allow a parking and maintenance area for a household waste disposal business as per site plan. The Planning Board reviewed this

request at public meeting on June 5, 2007, and voted unanimously to recommend that this request be approved as consistent with standards and policies contained within the Growth Management Plan.

Examples of Growth Management Policies that the Planning Board found supporting this recommendation are:

Policy 4.3: Rural area commercial development should be limited to neighborhood business uses, farm supply stores, and generally accepted rural business establishments.

Policy 4.5: Effective buffering and/or landscaping should be provided where commercial development adjoins existing or planned residential uses.

Policy 4.6: Compatible land uses such as rural neighborhood retail and service establishments located close to general residential areas should be considered during the rezoning process with the general goal of reducing automobile travel distances and promoting better livability in the community.

On motion of Haywood, seconded by Kemp, the Board voted unanimously to approve the request of Kevin Pritchard, as consistent with adopted comprehensive plans and as outlined in the recommendation provided by the County Planning Board, including the recommended Level 2 buffer.

2. JAMES SMITH, Greensboro, North Carolina, is requesting 14.2 acres located at 6788 Willard Road, Liberty Township, be rezoned from HI-CU to HI-CD. Primary Growth Area. Rocky River Watershed. Tax ID# 8725675147. The proposed Conditional Zoning District would be to amend existing conditions to allow flexibility in operating hours based on event schedule. The Planning Board reviewed this request at public meeting on June 5, 2007, and by a vote of 6 to 1, recommended that this request be approved to amend the Conditional Zoning to allow time extensions past 11:00 P.M. due to unforeseen circumstances for 7 racing events per calendar year. Mr. Smith must provide documentation of the unforeseen circumstances to the Planning Department.

Examples of Growth Management Policies that the Planning Board found supporting this recommendation are:

Policy 1.2: The benefits of economic development should be balanced against the possible detrimental effects such development may have on the quality of life enjoyed by area residents.

Policy 1.6: Planning and development decisions should be based on the principal of promoting investment in Randolph County to expand employment opportunities while preserving and improving the quality of life for all county residents.

Policy 4.5: Effective buffering and/or landscaping should be provided where commercial development adjoins existing or planned residential uses.

Mr. Johnson stated that the Planning and Zoning department has had to deal with multiple code enforcement violations caused by Mr. Smith. Staff Attorney Aimee Scotton said that because of these code enforcement problems, multiple man hours have been logged for litigation procedures that never make it to court because Mr. Smith always cleans up his violations at the last minute. Mr. Johnson asked the Board to consider establishing citations for violations. Mr. Johnson advised the Board that this request is a good example of when the use of citations would be appropriate for zoning violations. He said the use of citations when a zoning violation was determined would expedite the process and provide more incentive for citizens to comply with standards adopted or imposed as conditions by the County Commissioners. He stated he had consulted with county attorneys Alan Pugh and Aimee Scotton, and both considered the use of citations as a positive enforcement tool. Mr. Johnson said the Planning staff would work with the County Attorneys to bring specific proposals relative to enforcing citations back to the Commissioners for their consideration at a later date.

Commissioner Kemp stated that he did not feel the Board of Commissioners should consider this request at the current meeting when there are outstanding violations existing on the property. Vice-Chairman Frye said that he felt the Planning Board should be more specific in what it determined to be "unforeseen circumstances." Frye said that he felt this needed clarification by the Planning Board. Kemp stated that he felt the existing violations should also be corrected before the request is brought back before the Commissioners.

On motion of Frye, seconded by Kemp, the Board voted unanimously to table to request of James Smith and to send it back to the Planning Board for clarification of the request.

Adjournment

There being no further business, the meeting adjourned at 7:20 p.m.

J. Harold Holmes, Chairman

Darrell L. Frye

Phil Kemp

Stan Haywood

Arnold Lanier

Amanda R. Jones, Deputy Clerk to the Board