

**MINUTES OF THE  
SUMMERFIELD TOWN COUNCIL  
SUMMERFIELD ELEMENTARY SCHOOL  
June 7 2005  
6:30 P.M.**

**NOTE: The official minutes are a CD recording of the meeting. The following is a summary of the events of the meeting.**

The meeting was called to order by Mayor Dena Barnes at .

The invocation was led by Linda Southard; followed by the Pledge of Allegiance led by the Council.

**INTRODUCTIONS:**

Dena Barnes, Mayor	Michael Brandt, Town Administrator
Bob Williams	Bill Bruce, Town Planner
Carolyn Collins	Dianne Laughlin, Town Clerk
Mark Brown	Bill Trevorrow, Town Attorney
Jane Doggett	
Michael Stewart	

**CONSENT AGENDA:**

A motion was made by Jane Doggett to approve the Consent Agenda, including the Minutes of May 3, 2005; the Financial Report; and Budget Amendments (No net increase to budget) with corrected maturity date of August 28, 2005 and corrected interest rate to 3.46% of CD 3015 on Summary of Investments. The motion was seconded by Bob Williams and carried unanimously.

**ANNOUNCEMENTS:** There were no announcements.

**COMMITTEE REPORTS:**

**A. Community Relations:** Tammy Welborn reported that the committee met on June 2 and that will be the last meeting until Sept. or Oct. for this year. She asked for volunteers for next Founders Day, which will be the tenth year anniversary.

**B. Conservation:** No Meeting

**C. Finance:** Ronnie Stafford stated the committee met on May 9; discussed maturing CD's and made recommendations to invest them short term, hoping rates will increase. He reported they are in the process of interviewing for the position of Finance Officer and they recommended the paving of Millbrook Road be postponed. Next meeting is June 13 at Town Hall.

**D. Historical:** Linda Southard announced that Summerfield, after 2 ½ years of hard and dedicated work, is now on the National Historic Register. She thanked Council for their support for their support, the Northwest Observer for articles on the project, the News and Record for their articles, and she introduced the Historic Committee and thanked them for all their work. Linda described the area as beginning at the Brittain House on Oak Ridge Road; turning right on Summerfield Road down to the Webster/Metz home. She quoted, "We are only the trustees for those who come after us."

**E. Parks & Rec:** Sue Beeson stated that Phase I is in progress, with bids to be considered soon.

**F. Public Safety:** No Meeting

**G. Thoroughfare:** Robert Gordon reported the MPO meeting was cancelled in May for lack of agenda, but a meeting is planned for June 22 at 1:45 to present more information about the widening of Hwy. 220.

**H. Town Core:** It was announced there would be no meetings until further notice.

**I. Water Resource:** Robert Gordon reported on the May 31<sup>st</sup> public meeting and stated another would be planned in late July or early August. Their next regular meeting will be on Thursday, June 16, 9 AM, Town Hall.

**PUBLIC HEARING:**

**OLD BUSINESS:**

**A. PROPOSED ORDINANCE CABLE TELEVISION AGREEMENT (FRANCHISE AGREEMENT) BETWEEN THE TOWN OF SUMMERFIELD AND TIME WARNER ENTERTAINMENT ADVANCE/NEWHOUSE PARTNERSHIP (Second Reading)**

Mayor Barnes introduced Dave Harris with the PTCOG (Piedmont Triad Council of Governments). Harris reported this is the second reading of this Ordinance as required by law and that he will go into detail again if needed. He reported that Buck Yarborough from Time Warner is present if anyone has questions for him.

Councilman Brown spoke to concerns from a citizen who had questions about the \$2000.00 performance bond and \$50.00 per day material damages being low.

Harris stated he answered those questions in an email. Said email is hereby incorporated by reference and made an attachment to these minutes. He stated the gross revenues will equal five percent.

After some discussion, a motion was made by Jane Doggett to adopt the Ordinance Cable Television Agreement (Franchise Agreement) between the Town of Summerfield and Time Warner Entertainment Advance/Newhouse Partnership. The motion was seconded by Michael Stewart and passed unanimously. Said Ordinance is hereby incorporated by reference and made a part of these minutes:

**FRANCHISE ORDINANCE AGREEMENT**

AN ORDINANCE BY THE TOWN COUNCIL, TOWN  
OF SUMMERFIELD, NORTH CAROLINA  
CONSENTING TO THE CABLE TELEVISION  
FRANCHISE AGREEMENT (FRANCHISE  
AGREEMENT) BETWEEN THE TOWN OF  
SUMMERFIELD AND TIME WARNER  
ENTERTAINMENT-ADVANCE/NEWHOUSE  
PARTNERSHIP (TWEAN)

A Franchise Agreement between the Town of Summerfield (“Town”)and Time Warner Entertainment-Advance/Newhouse Partnership (“Grantee”), granting a franchise to construct, maintain, and operate a cable television system, as defined under applicable

federal, state and local law, throughout the Town of Summerfield and setting forth terms and conditions herein.

WITNESSETH

WHEREAS, the Town of Summerfield, North Carolina ("Town"), pursuant to the Code of Ordinances of the Town of Summerfield and Establishing the "Town of Summerfield Master Cable Services Regulatory Ordinance," dated January 4, 2005 is authorized to grant and renew one or more nonexclusive revocable Franchises to operate, construct, maintain and reconstruct a cable television system within the incorporated area of Summerfield, North Carolina; and

WHEREAS, the Town seeks to promote the development of advanced communications capabilities on a competitive basis within the Town, while at the same time ensuring customer service; and

WHEREAS, the Town agrees that it is in the best interest of the citizens of the Town of Summerfield to establish a Cable television Franchise Agreement with Time Warner Entertainment-Advanced Newhouse Partnership, d.b.a. Time Warner Cable

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL  
THAT THE CABLE SERVICE FRANCHISE AGREEMENT BETWEEN THE TOWN  
AND TIME WARNER IS APPROVED AS FOLLOWS:

**SECTION 1: GRANT OF FRANCHISE**

1.1 Grant

Time Warner Entertainment-Advance/Newhouse Partnership ("Grantee") is hereby granted a franchise to construct, reconstruct, operate and maintain a Cable Television System within the Streets and Rights-of-Way of the Town, subject to the terms and conditions of the "Town of Summerfield Master Cable Services Regulatory Ordinance," dated January 4, 2005 (hereinafter also referred to as the "Ordinance") except as modified herein, and this Franchise Agreement (hereinafter also referred to as the "Franchise." In event of conflict between the Ordinance and this Franchise Agreement, this Franchise Agreement shall prevail.

1.2 Right of Town to Issue and Renew Franchise

Grantee acknowledges and accepts the right of Town to issue and/or renew a Franchise Agreement subject to applicable federal and state law.

1.3 Franchise Term and Renewal

- (a) This Franchise Agreement shall take effect and be in full force from and after the final passage hereof, subject to acceptance by the Grantee as provided by the Ordinance and the same shall continue in full force and effect for a period of fifteen (15) years beginning with the date of acceptance.
- (b) Any renewal of this Franchise Agreement shall be done in accordance with applicable, state and federal law.

#### 1.4 Written Notice

All notices, reports or demands required to be given in writing under this Franchise Agreement shall be deemed to be given when delivered personally to the Person designated below, or when five (5) days have elapsed after it is deposited in United States mail in a sealed envelope, by regular mail or registered or certified mail, postage prepaid thereon, or on the next business day if sent by express mail or overnight courier addressed to the party to which notice is being given, as follows:

If to Town:                    Town Clerk  
                                      Town of Summerfield  
                                      PO Box 970  
                                      Summerfield, North Carolina 27358

If to Grantee:                Time Warner Cable  
                                      ATTN: VP Government/Public Affairs  
                                      721 North Regional Road  
                                      Greensboro, North Carolina 27309

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

#### 1.5 Additional Franchises

Any additional franchise agreements adopted by the Town shall not contain terms and conditions more favorable or less burdensome than the terms hereof.

#### 1.6 Binding Contract

This Franchise shall constitute a legally binding contract between the Town and Grantee, and as such, cannot be amended, modified or changed by the Town without the consent of Grantee in any manner whatsoever, whether by ordinance, rule, regulation or otherwise, to impose on Grantee more stringent or burdensome requirements or conditions; provided, however, that nothing herein contained shall preclude the Town from the proper exercise of its police powers.

#### 1.7 Grantee's Representations and Warranties

- (a) Grantee has examined all of the provisions of the Ordinance and this Franchise Agreement and agrees to all of the provisions of this Ordinance and this Franchise Agreement, as it exists as of the effective date of the Grantee's Franchise Agreement, with the following modifications:
  - (i) Decisions with respect to interconnecting Grantee's System with any other entity for any purpose whatsoever shall be determined by Grantee in its sole discretion under terms and conditions prescribed by Grantee.
  - (ii) Provision of cable modem services to any Town facilities shall be negotiated outside of the Franchise Agreement.
  - (iii) Any use of Grantee's facilities by the Town shall be negotiated outside of the Franchise Agreement.
  - (iv) Maps shall be limited to paper form of strand and trench facilities.

- (v) Late fee notification to customers shall accord with Grantee's standard procedures.
  - (vi) Credits for verifiable outages of 24-hours or more will be provided upon request.
- (b) Grantee recognizes, unless otherwise agreed herein the right of the Town to adopt such additional regulations of general applicability, as it shall find necessary in the exercise of its police power.

## **SECTION 2. GENERAL REQUIREMENTS**

### **2.1 Franchise Fee**

(a) Grantee shall pay to the Town on a quarterly basis in accordance with the Ordinance, throughout the term of this Franchise, a Franchise Fee totaling five percent (5%) of Grantee's Gross Revenues. Gross Revenue shall not include the franchise fee, however, should the Town later elect to include the Franchise Fee within the definition of Gross Revenues, it shall adopt an Ordinance to that effect and provide Grantee with ninety (90) days written notice to implement such change.

### **2.2 Indemnification**

- (a) Grantee agrees to indemnify, hold harmless, release and defend Town, its officials, officers, agents and employees from and against any and all lawsuits, claims, actions, demands, damages, disability, losses, expenses including reasonable attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity, excluding Grantee, from any cause whatsoever, excepting damages arising solely from the negligence or malfeasance of the Town or its officials, officers, Councils, commissions, agents, or employees, arising out of or in any way connected with the operations, expressly authorized herein, the exercise of the Franchise pursuant to this Franchise, and/or the activities of Grantee, its subcontractors, employees and agents hereunder. Grantee shall be solely responsible and save Town harmless from all matters relative to payment of Grantee's employees including, but not limited to, compliance with Social Security and tax withholdings.
- (b) This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise, or the terms, applicability or limitations of any insurance held by Grantee.
- (c) Town does not, and shall not, waive any rights against Grantee which it may have by reason of this indemnification, because of the acceptance by Town, or the deposit with Town by Grantee, of any of the insurance policies described in this Franchise.
- (d) This indemnification by Grantee shall apply to all damages and claims for damages of any kind suffered by reason of any of the operations referred to in this Section, regardless of whether or not such insurance policies

shall have been determined to be applicable to any such damages or claims for damages.

- (e) Grantee shall immediately notify the Town Manager of any and all claims raised against the Grantee or Grantee and Town jointly, and shall provide the Town with a copy of the same.
- (f) In order for the Town to assert its rights to be indemnified and held harmless, the Town must:
  - (1) Promptly notify Grantee of any claim or legal proceeding that gives rise to such right;
  - (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
  - (3) Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

### 2.3 Performance Bond

- (a) Upon or before the effective date of this Agreement, Grantee shall obtain and maintain during the entire term of this Agreement, including any extensions or renewals thereof, at its own cost and expense, a performance bond that shall be filed with the Town in the amount of two thousand dollars (\$2,000.00) for the faithful performance by it of all the provisions of this Franchise and the Ordinance, as well as its compliance with all generally applicable orders, permits and directions of the Town, and the payment by Grantee of any claim, liens and generally applicable taxes due the Town which arise by reason of the construction, operation or maintenance of the Cable System. Provision shall be made to permit the Town to withdraw funds from such performance bond as and to the extent permitted by this Franchise. Grantee shall not use such performance bond for other purposes and shall not assign, pledge or otherwise use this performance bond as security for any purpose
- (b) The Performance Bond may be drawn on by Town for those purposes specified in Section 2.4 hereof, according to the procedures of Section 2.4 as the case may be, provided that Grantee has received written notice and thirty (30) days after receipt of notice to cure any material violations before any payment.
- (c) Within thirty (30) days after notice to Grantee that any amount has been withdrawn by the Grantee from the performance bond pursuant to Section 2.4, Grantee shall restore such security fund to its original amount.
- (d) Maintenance of the requisite performance bond shall not in any way limit the liability of the Grantee for any failure to fully perform its obligations under this Franchise Agreement.

## 2.5 Compliance with Applicable Laws and Ordinances

- (a) Grantee shall conform to all generally applicable laws, rules and regulations of the United States and the State of North Carolina in the construction and operation of its Cable System and all generally applicable rules and regulations of the FCC.
- (b) Grantee shall not refuse to hire or employ or bar nor discharge from employment nor discriminate against any person in compensation or terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.
- (c) Any right, power, protection, privilege or immunity which is provided, granted or imposed on Grantee under or by virtue of the federal Cable Acts or the federal Telecommunications Act of 1996, as may be amended or interpreted from time to time after the date hereof, shall remain inviolate and shall be available to Grantee notwithstanding any contrary provision of this Franchise, and the acceptance of the terms and conditions of this Franchise shall not be construed as a waiver or release by Grantee or Town of any right, power, protection, privilege, immunity or obligation under the above Acts, the laws or Constitution of the United States or the laws and Constitution of the State of North Carolina.

### SECTION 3: SUPPORT FOR LOCAL CABLE RELATED NEEDS

#### 3.1 Cable Access to Public Buildings.

- (a) Time Warner shall provide Basic and Extended Basic Cable Service without charge for the term of this Franchise Agreement to the government buildings listed at Exhibit A provided the same are located within 150 feet of Grantee's cable system and capable of an aerial drop and in accordance with Section 5-3 of the Ordinance.
- (b) Time Warner shall provide Basic and Extended Basic Cable Service without charge for the term of this Franchise Agreement to all accredited schools within the Town provided the same are located within 150 feet of Grantee's cable system and capable of an aerial drop and in accordance with Section 5-3 of the Ordinance.
- (c) Time Warner shall provide a full service a monitoring site within the Town Administration Building and in accordance with Section 5-3 of the Ordinance.
- (d) This site will be out of the viewing area of the public and will be utilized by the Town staff in monitoring the quality of cable service.

#### 3.2 Emergency Use of System

The Grantee shall comply with Section 624 of the Communications Act of 1934 (47 USC 544) as may be amended from time-to-time

### 3.3 Federal Rights

Any right, power, protection, privilege or immunity which is provided, granted or imposed on Grantee under or by virtue of the Federal Cable Acts, as may be amended or interpreted from time to time after the date hereof, shall remain inviolate and shall be available to Grantee notwithstanding any contrary provision of this Franchise, and the acceptance of the terms and conditions of this Franchise shall not be construed as a waiver or release by Grantee or town of any right, power, protection, privilege, immunity or obligation under the above Acts, the laws or Constitution of the United States or the laws and Constitution of the State of North Carolina.

## **SECTION 4: REGULATION**

### 4.1 Force Majeure

In accordance with the Ordinance, in the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise Agreement or Ordinance is prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified Town within thirty (30) days of its discovery of the occurrence of such an event, and provided such notice is reasonable under such circumstances. In the event said notice is not given, then the delay permitted under this Section shall be thirty (30) days from the date of discovery of the event causing said delay. Such causes beyond Grantee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor unrest or strikes, untimely delivery of equipment, inability of Grantee to obtain, without cost, access to an individual's property, and inability of Grantee to secure all necessary permits to utilize utility poles and conduit so long as Grantee made all reasonable efforts to ensure that required equipment, parts, components, personnel and proprietary activity was ordered, hired, paid for, scheduled, checked, approved and/or facilitated.

4.2 Schedule of Damages. Because Grantee's failure to comply with certain material provisions of this Franchise Agreement may result in injury to the Town or to subscribers, and because it will be difficult to estimate the extent of such injury, the Town and Grantee hereby agree that penalties stated below represent both parties' best estimate of the damages resulting from the specified injury:

- (a) For failure to materially complete construction or extend service in accordance with this Franchise Agreement: \$50/ for each day the violation continues;
- (b) For violation of other material provisions of this Franchise Agreement: up to \$50/ day for each day the violation continues.
- (c) The Town may enforce this Franchise by use of any remedy, or any combination of remedies, provided for in the Ordinance or other applicable law.
- (d) Violations. The Town will notify Time Warner in writing of the alleged violation. The Town shall provide Time Warner with

detailed written notice of any alleged franchise violation upon which it proposes to take action, and a forty-five (45) day period within which Time Warner may demonstrate that a violation does not exist or to cure an alleged violation or, if the violation cannot be corrected in 45 days, to submit a plan satisfactory to the Town to correct the violation. If an alleged violation is proven to exist, and no cure or action on a plan acceptable to the Town has been received by the Town within thirty (30) days, such damages shall, from the end of the forty-five (45) day period, be chargeable to the performance bond as set forth in this Franchise Agreement if not tendered by Time Warner within forty-five (45) days. Time Warner may petition the Town Council for relief for just cause.

#### 4.4 Transfers

No consent of the Town shall be required for any transfer to an entity controlling, controlled by or under the same common control as Grantee.

NOW THEREFORE, the Town Council doth adopt this Franchise Agreement this the 7th day of June 2005 after having read and adopted this Franchise Agreement at two regularly scheduled meetings of May 4, 2005 and June 7, 2005.

TOWN OF SUMMERFIELD, NORTH CAROLINA

### **Exhibit A**

#### **PUBLIC BUILDINGS**

- |   |                               |                       |
|---|-------------------------------|-----------------------|
| 1 | Town Hall                     | 4117 Oak Ridge Road   |
| 2 | Summerfield Fire Station # 9  | 7400 Summerfield Road |
| 3 | Summerfield Elementary School | 7515 Trainer Drive    |

Buildings not identified on above list may be included by Town's notice to Grantee of the building and location. Town shall be provided a drop within one hundred and twenty (120) days after receipt of notice provided each such building is located within 150 feet of Grantee's cable plant and capable of an aerial installation.

Robert Gordon noted that Summerfield's other two Fire Stations weren't included and Harris reported he had overlooked them and would add them to the Resolution Exhibit A.

#### **B. RESOLUTION OF INTENT OF ROADCLOSING (From May 3, 2005)**

Bill Bruce, Town Planner, presented the case. Bruce reported the resident had made this request and DOT doesn't need to be notified. Bill Trevorror, Town Attorney, asked if the closing is permanent or temporary. Bruce stated it will be permanent, that the three lots on the cul-de-sac have been combined to one large lot and they want to close the road and remove the pavement and the road would revert to private ownership.

#### **In Favor:**

H.N. Somekh, 1904 Hobbs Road, Shadow Group Partner reported that one owner has purchased all three lots which the cul-de-sac served and would like to have the road closed. He stated that he recommended this because at present it has become a dump, with an abandoned car with no wheels parked on the pavement.

Somekh reported the three lots on the cul-de-sac is approximately 25 acres; with the entire subdivision being 136 acres.

**Opposed:** None present

After some discussion, a motion was made by Michael Stewart to adopt the Resolution of the Road Closing as presented. The motion was seconded by Jane Doggett and carried unanimously. The resolution is hereby incorporated by reference and made a part of these minutes:

**RESOLUTION ADOPTED BY SUMMERFIELD TOWN COUNCIL**

Closing and Removing from Dedication

A Portion of Area of Haw View Court

per Plat Attached Hereto and Incorporated by Reference

WHEREAS, a petition was filed, pursuant to G.S. 160A-299, requesting that the Town Council close and remove from dedication a portion of right-of-way and dedicated area of Haw View Court more particularly located and described below in Town of Summerfield.

WHEREAS, pursuant to a Resolution of Intent to close said right-of-way adopted by this Council on May 3, 2005 after notice was published in the Greensboro News & Record once a week for four consecutive weeks that a hearing would be held concerning said petition on June 7, 2005 at 6:30 P.M. in the Multi-Purpose Room, Summerfield Elementary School, 7515 Trainer Drive, Summerfield, North Carolina 27358; and

WHEREAS, it appears that all owners of property adjoining said right-of-way have signed the petition or have been notified of the closing thereof; and

WHEREAS, after inquiry by the Mayor, all interested persons were provided an opportunity to be heard on the request contained in the petition; and

WHEREAS, after all interested persons were heard, it appears to the satisfaction of this Council that the removal of said easement from dedication is not contrary to the public interest and that no individual owning property in the vicinity of said right-of-way will be deprived of any reasonable means of ingress or egress to his property;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The following described Portion of Haw View Court right-of-way in Summerfield is hereby closed and removed from dedication to the public use subject to the withdrawal of maintenance by the North Carolina Department of Transportation:

Lying and being in Bruce Township, Guilford County, Town of Summerfield, North Carolina, a portion of Haw View Court, a public right of way 50' in width as shown on the "Final Plat of Jacob's Creek, a.k.a. Spencer's Bluff, Map One of Two," as recorded in Plat Book 148, Page 61, Guilford County Registry, and being more particularly described as follows:

To reach the point and place of beginning, commence at an existing iron rod on the Northern right of way of Haw View Court, said iron rod is located at the Southeast corner of Lot No. 2, Jacob's Creek a.k.a. Spencer's Bluff, Map One of Two, said iron rod is also the Southwest corner of Lot No. 3, thence for said iron rod;

N48E01'54"E, 42.83' to a point on the Northern right of way of Haw View Court, thence running with the right of way of Haw View Court;

A curve to the right, having a Radius of 525.00', Chord bearing and distance N49E24'32"E, 25.23' to a point located on the Northern right of way of Haw View Court, the POINT AND PLACE OF BEGINNING, thence running with the right of way of Haw View Court;

A curve to the right, having a Radius of 525.00', Chord bearing and distance N57E54'48"E, 130.28' to a point located on the Northern right of way of Haw View Court, thence;

A curve to the left, having a Radius of 25.00', Chord bearing and distance N42E26'13"E, 19.22', to a point located on the Northern right of way of Haw View Court, thence;

A curve to the right, having a Radius of 50.00', Chord bearing and distance S22E03'26"E, 66.77', to a point located on the Southern right of way of Haw View Court, thence;

A curve to the left, having a Radius of 25.00', Chord bearing and distance N89E46'36"W, 21.78' to a point located on the Southern right of way of Haw View Court, thence:

A curve to the left, having a Radius of 475.00', Chord bearing and distance S57E38'52"W, 111.61' to a point located on the Southern right of way of Haw View Court, thence:

N40E18'20"W, 50.01' to the point and place of beginning, containing 0.330 acres, more or less, as shown on "Exclusion Map for Recombination of Lots 3, 4 & 5, Jacob's Creek a.k.a. Spencer's Bluff, Map One of Two," prepared for The Shadow Group, L.L.C. by Land Solutions, PC, dated June 2, 2005 and being project number 05400030.

2. A certified copy of this resolution, together with a copy of the published notice of this hearing, are hereby ordered recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY SUMMERFIELD TOWN COUNCIL AT A MEETING HELD ON June 7, 2005.

### **C. PROPOSED TOWN BUDGET FOR FISCAL YEAR 2005-2006**

Michael Brandt, Town Administrator, presented Council with an updated version of the Budget, explaining changes. He reported the last budget gave \$2.9 Million as revenue and the new one shows \$2.6 Million because the Town didn't receive a PARTF Grant for Phase II of the Park. Brandt stated Inspection Fees from Guilford County are going up by twenty percent. He reported he has asked that the Town be exempt from Phase II State Storm Water Project and they have tentatively agreed; so this can be removed from the budget. Brandt reported that the 2010 census will decide if we will have to begin participation in that project. He stated the budget includes a seven percent property tax.

#### **Citizen Comments:**

Becky Strickland: 3220 Pleasant Ridge Road stated she is opposed to the 7% property tax. She read from a prepared statement concerning amending of budget items; rising costs in paving Strader Road; no mention of Water in the budget; and opposition to universal garbage collection.

Robert Flowers: 7104 Whitacre Court, stated he is opposed to trash hauling. He stated he paid \$340.00 in taxes last year and \$179.00 in trash pick-up. He stated he can't afford the trash service, that when a business is in trouble they start by laying off employees.

Councilman Michael Stewart stated that hiring out inspections is what causes a deficient.

Dwayne Crawford: 1106 NC Hwy. 150 W, stated Council needs to conserve; that the town was doing fine before Council decided to progress and he spoke to the PARTF Grant, stating he is opposed to the park, that he would never use it. Crawford stated Council won by default in 2003 because no one ran against them and he asked them to cut the budget.

Mayor Barnes spoke to how the road pavings were handled; that the Town would have to pay to have the roads paved since incorporation.

James Powers: 7622 Brisbane Drive stated he is a life long resident and that he was in government with the city of Greensboro for 35 years. He spoke concerning neighbors who must chose between medicine and groceries and he stated he was opposed to taxes; asking Council for no taxes; no garbage.

Jerry Graham, resident, stated he didn't understand the Budget as written; comparing it with the sample in the Northwest Observer. Brandt explained the budget format and offered to mail Mr. Graham a copy. Graham asked about the capital fund allocation and Brandt explained this was money that would be set aside for future needs.

Gail Dunham presented a chart to Council showing the income for \$7 Million and asked Council not to levy a 7 cent tax. She spoke to applying for Grants for the park and stated she is opposed to paving Strader Road; that developers should pave it. Dunham stated she is opposed to the trash business and that the town should slow down on rezoning. She asked for no needs assessments, no studies, etc., that Mr. Brandt's time could be

better spent. Dunham encouraged Council to make and reach simple goals before doing anything else. She used the Park and ball fields as examples.

Brandt explained that Phase I of the Park has been given and that it's a reimbursement status. He reported it is a \$500,000.00 project and that no bids have been confirmed as yet. He reported that Phase I includes bathroom, playgrounds, and outdoor classroom, a new bridge (which will be built by volunteers) and the paving of the parking area at the Community Center. Brandt explained that the Town would pay \$150,000, Guilford County would contribute \$100,000 and the state would pay \$350,000. He explained that the Town would be reimbursed from the County and the State.

John Plybon asked why there is nothing in the budget addressing the water issue and Michael Stewart responded no decision had been made, so no figure is available for this.

Brandt announced the final Budget meeting would be held on June 20 at 6:30 pm at Summerfield Elementary School in the Multi-purpose room.

**NEW BUSINESS:**

**A. REZONING CASE #3-05: AG and RS-40 to CU-GB: The property is located at the southwest corner of NC Highway 150 West and Lake Brandt Road. Being Guilford County Tax Map 6-356, Block 774, Parcels 4, 17, 18, 86 and 87, approximately 19.56 acres. Owned by Elizabeth A. Alexander and Carol Hall (Trustee).**

Bill Bruce presented the case, reading from the Staff report.

He distributed a list of conditions for the rezoning which were offered by the developer, as follows: 1) New building development shall not exceed 30,000 square feet; 2) Access shall be limited to two curb cuts on Highway 150 and one curb cut on Lake Brandt Road; 3) Developer to limit the extent of the development to an area of approximately nine acres that is within 500 feet of NC 150 or Lake Brandt Road; and 4) All uses permitted in the General Business (GB) zones *except*: bowling centers; fraternity or sorority houses; automobile repair service, major; automobile repair services, minor; massage parlors, adult; theatres, adult; bars; and recycling collection points. Bruce reported that the impervious surfaces are limited to 12 percent of the total area and that the perennial stream on the property will remain undisturbed; that this is an area on the southwest corner which is more than 15 % slope. He reported the Zoning Board recommended approval 4 to 0.

Bob Williams asked what assurance do we have that DOT will put in turning lanes and Bruce reported that the plans have been approved; that some utility work is hindering the project, but they expect construction to begin mid June.

**In Favor:**

Marc Isaacson, 101 W. Friendly Ave., attorney, represented John Stratton. He stated that Mr. Stratton had been involved in and around Guilford County for 20 years. Isaacson stated they are aware of the history of the community and are aware of the precedents set for this area and that they three residences on the property will be retained for office use. He reported they plan to keep trees at the rear of the property, with small shops as required by the Commercial Needs Assessment. He submitted this plan meets legal,

practical and common sense requirements. He asked those present who are in favor to please stand and approximately 20 residents stood.

John Stratton, developer, reported the work on Summerfield Village is almost complete and that they should be stores opening this weekend. He gave the names of the tenants with which he had contracted and spoke to the challenges presented while developing this property.

Speaking to the Lake Brandt Road property, he proposed a small “residential look” with shopping and offices complexes, with a metal roof as was used on the nearby fire station. Stratton stated he planned to save the homes on the property and rent them for commercial use, leaving the back of the property undisturbed. He reported the work would be done in phases. He referenced the work he had done in Greensboro and Guilford County since 1977.

Randall Romeo, landscape architect, stated they plan to create a pedestrian friendly shopping center with a 50 foot landscape buffer, with a Gazebo and sidewalks that connect. He reported the parking would be behind the buildings.

Jim Alexander, 2301 Scalesville Road, speaking on behalf of his wife Ann and here sister Carol, stated this property has been in the Florence family for over 100 years, and must sell it for health, age and financial reasons. He reported they have tried to get a plan for over five years and he thinks this is the best plan, offering what people want; blending with the surroundings. Alexander spoke highly of the developer and his reputation and he asked Council to approve the plan.

**Opposed:** None

Gail Dunham had questions about the impact to the area, stating the artist rendering doesn't show wells and septic area and their design. She stated there were some unanswered questions and she thinks the Zoning Board is unprofessional and did not have the expertise to decide this type of issue. She spoke to traffic studies, DOT approval and types of stores and businesses that could be there.

Bruce stated letters were mailed to all property owners within one-quarter mile of the property advising them of the public meeting, Zoning Board and Town Council hearings, making this the third public forum on this issue. He reported that by law, only those properties abutting have to be notified. He reported this hearing is for re-zoning only; that if approved, well, septic, impervious surfaces, uses and other issues will be addressed at additional hearings.

Michael Stewart stated that local people serve on the Zoning Board as appointed by Council and he stands by their recommendations.

Becky Strickland stated that all this is irrelevant and this is an illegal re-zoning; that conditional uses are not authorized by state law.

Bill Trevorrow, Town Attorney, stated conditional use zoning is permitted by state law so long as the applicant offers the conditions freely; that the government does not have the authority to request conditions, or it constitutes contract zoning he reported Bruce stated

that if approved, the conditions become a part of the zoning and would be placed on the future owner as well.

Brian (Last name not audible), 6630 Lake Brandt Road, spoke to concerns about traffic and light pollution.

Mark Mortenson stated he took exception to the “want” list and he had concerns about the new high school traffic, citing traffic at Northwest High School.

Bruce reported an estimate of roughly 2500 trips per day, but in actuality it could be anywhere from 1,000 or 5,000; that some people will go out of the way to use the facilities.

Terri McLean, 6180 Lake Brandt Road, stated she had lived there since 1990 and has watched traffic grow, but stated this plan is a good one and that the residents will watch to make sure they do what they said they would.

**Rebuttal:**

John Stratton stated that they would be back with a site plan and that Bill Bruce is a professional and would not rush anything through. He reported they would not be ready to present this plan until August and all questions will be addressed. He reported preliminary studies and lighting offers at Summerfield Village which took six months to approve.

Bruce reported that DOT will pay for the widening of the road and turn lanes.

After further discussion, a motion was made by Bob Williams to approve Rezoning Case #3-05. The motion was seconded by Michael Stewart and carried unanimously.

Jane Doggett and Carolyn Collins agreed this was a good plan.

**BUSINESS FROM TOWN ADMINISTRATOR/FINANCE OFFICER:** Brandt stated he had received two quotes for partitioning the second floor of the Town Hall. He recommended Cemco, who had had lowest bid and asked Council to approve an amount not to exceed \$6,000 for this project to include petitions and wires for the offices. He reported this would create an open space for the assistant Planner; offices for himself, Town Planner and a Conference Room.

After some discussion, a motion was made by Jane Doggett to approve an amount not to exceed \$6,000 for petitions, etc. for the upstairs at Town Hall. The motion was seconded by Carolyn Collins and carried unanimously.

Brandt reported the June 20<sup>th</sup> meeting needs to be specified as a “Special Meeting”, with the Budget, finance officer appointment, audit contract and bids for Phase I of the park scheduled for June 15 to be discussed.

A motion was made by Jane Doggett to set up June 20 as a “Special Meeting” to consider the audit contract; acceptance for low bid for Phase I of the park; consider appointment of Finance Office and Budget approval. The motion was seconded by Carolyn Collins and carried unanimously.

**BUSINESS FROM MAYOR:**

Mayor Barnes stated the Town has received a request to participate in Operation Safe County, a Crime Prevention/DARE program to teach students about bike, water and fire safety, and drug abuse prevention. She reported that of the 394 students who have signed up, 146 are from Summerfield. A donation of \$1800 is requested to complete the amount needed to fund this program.

After some discussion about participation of other areas, a motion was made by Bob Williams to approve \$1800 to Operation Safe County. The motion was seconded by Carolyn Collins and carried unanimously.

**SPEAKERS FROM THE FLOOR (limited to 5 min. on non-agenda items)**

Dwayne Crawford apologized to council, stating that last month he stated the wording altered the meaning of the resolution to elect the mayor; however, he found out that an appointed mayor never loses their right to vote. He stated he had heard three council members say we may lose sheriff's coverage. He referenced a contract that was signed at incorporation which stated the town would retain full benefit of the sheriff departments coverage based on Common Law; that the sheriff must serve the entire county.

He reported on a dual side HP Scanner that will scan PDF and he would like to see this item added into the budget.

Barnes thanked him and asked him to get the information on this scanner to the Town Administrator for review.

Becky Strickland stated she owed the Town \$10.00 for copies of public records and she gave a check for this amount, along with a Demand for Refund of Illegal Tax Levi from James Powers to the Town Clerk.

Gail Dunham spoke to concerns about nine subdivisions being approved but no new ball fields. She asked Council members to give an individual reply as to why they want to raise taxes.

Councilman Stewart reported the town tried to purchase land for ball fields and the neighbors fought it. Doggett replied that the Ordinances were designed to protect water and that open space couldn't be used for ball fields; this would mean the town would be taking more than the developer was required to give. Collins stated that some residents may have moved here because there was no property tax, however, she stated it might not be needed at this minute, but with all the growth it will be needed in the future.

Dunham stated Council didn't need to get in the trash business or levy a tax. She said her question was still not answered.

Robert Gordon stated he thought the Town should turn in the Charter and let Greensboro come on in.

**OTHER BUSINESS (if any)**

Bill Trevorrow stated he had given examples to Town Council to allow them a flavoring of what other jurisdictions have in the field of ethics. He asked for feedback from the Council before drafting anything.

Stewart stated he had no problem reporting with what he owns, but will not ask his family to disclose that information.

With no further business before the Town Council, a motion was made by Jane Doggett at 10:00 PM to adjourn. The motion was seconded by Michael Stewart and passed unanimously.

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**Dena Barnes, Mayor**

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**Dianne Laughlin, Town Clerk**