



**AGENDA**  
**TOWN OF STOKESDALE**  
**REGULAR TOWN COUNCIL MEETING**  
**8325 ANGEL PARDUE ROAD**  
**STOKESDALE, NC 27357**  
**JULY 14, 2022 AT 7:00PM**

**Available Venues to Watch/Attend:**

- a) **Attend in Person at Stokesdale Town Hall in Council Chambers at 7pm.**
- b) **View Live Stream at Town of Stokesdale's YouTube Channel at 7pm:**  
[https://www.youtube.com/channel/UC1tJH7T0Q\\_56F\\_EDH6wljiA/live](https://www.youtube.com/channel/UC1tJH7T0Q_56F_EDH6wljiA/live)
- c) **View & Participate (Citizen Comments) Virtually via Zoom**

Join Zoom Meeting

<https://us02web.zoom.us/j/89520595452?pwd=cmpiNVhrUUtRa1NIU2JjU2VnVTNMdz09>

Meeting ID: 895 2059 5452

Passcode: 839991

One tap mobile 1-301-715-8592,

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- 1. **Call to Order, Pledge of Allegiance and Invocation**
  - 2. **Review and Adopt the Agenda**
  - 3. **Review and Approve Minutes: May 5, 2022 Budget Work Shop; May 12, 2022 Regular Town Council meeting; June 28, 2022 Open Session; June 28, 2022 Closed Session;**
  - 4. **Public Safety Reports:        Fire Department**
  - 5. **Administrative Reports:**
    - a) **Administrative Report from Interim Town Clerk:**
    - b) **Planning Board:**
    - c) **Events Committee:**
    - d) **Property Committee:**
  - 6. **Financials: Finance/Budget Officer:        Kim Thacker**
  - 7. **Citizen's Comments from the Floor (3-minute Limit per Speaker)**

## **PUBLIC HEARINGS:**

8. **REZONING CASE 22-04-STPL-02908, 7808 US Highway 158, AG to RS-30:** Located on the north side of US Highway 158, approximately 785 feet west of the Athens Road intersection, Guilford County Tax Parcel 164054. This is a request to rezone said property from AG, Agricultural to RS-30, Single-family Residential. After the hearing, the Planning Board will consider a recommendation to the Stokesdale Town Council to approve or deny the request. Applicant name is The Hen Group, LLC, Kidel Zamamiri.

## **NEW BUSINESS**

9. **Consideration of NCDOT Blacksmith Subdivision Encroachment Agreements (2) with NCDOT and Angel Farm Development LLC**
10. **Discussion on Town Park**
11. **Discussion on closing Town Hall to the public on Fridays**
12. **Discussion on Visitor Log**
13. **Discussion of drafting summary meeting minutes conforming to NCGS 143-318.10(e)"**
14. **Review of Friends of Stokesdale paid invoices and canceled checks in conformance with NCGS 159-40"**
15. **Discussion on water rates**
16. **Discussion on part-time Deputy Clerk (20 hours/week)**
17. **Citizen's Comments from the Floor. (3-minute Limit per Speaker)**
18. **Council Comments.**
19. **Adjournment.**

## **Announcements:**

**Cancelled - Planning Board Meeting Thursday, July 28<sup>th</sup> at 7pm at Town Hall  
Town Council Meeting Thursday, August 11<sup>th</sup> at 7 pm at Town Hall**



**MINUTES  
TOWN OF STOKESDALE  
SPECIAL CALLED BUDGET WORKSHOP MEETING  
8325 ANGEL PARDUE ROAD  
STOKESDALE, NC 27357  
May 5, 2022 AT 7:00 PM**

Member's present were: Mayor Mike Crawford, Mayor Pro-Tem Derek Foy, Council Members: Jimmy Landreth, Tim Jones, Finance and Budget Officer Kim Thacker, and Town Clerk Dale Martin. Absent: Councilman Jim Rigsbee

**1. Call To Order**

Mayor Mike Crawford called the meeting to order.

**2. Pledge of Allegiance and Invocation.**

Mayor Crawford led the Pledge of Allegiance and Councilman Tim Jones delivered the invocation.

**3. Review and Adopt the Agenda.**

Mayor Pro Tem Derek Foy requested item 5b be added to discuss the Schedule of Fees. Councilman Jones reminded Council that this is a special called meeting and only items listed on the agenda are permitted. Mayor Pro Tem Foy agreed.

Councilman Jimmy Landreth made a **Motion** to adopt the agenda as presented. Councilman Jones seconded the motion.

**Vote in favor: Mayor Pro Tem Foy-aye, Councilman Jones-aye, Councilman Landreth-aye, Mayor Crawford-aye.**

**Vote in opposition: None**

**Motion carried.**

**4. Citizen Comments.**

None presented.

**5. Review and Approve Resident's Letter from GFL regarding Solid Waste/Recycling Service.**

Councilman Jimmy Landreth made a **Motion** to approve the letter from GFL as written regarding the Solid Waste/Recycling Services. Councilman Jones seconded the motion.

Mayor Pro Tem Foy recommended that the letter be dated.

Councilman Landreth amended his motion to add a date to the letter. and Councilman Jones agreed to the amendment.

**Vote in favor: Mayor Pro Tem Foy-aye, Councilman Jones-aye, Councilman Landreth-aye, Mayor Crawford-aye.**

**Vote in opposition: None**

**Motion carried.**

## **6. Discussion on 2022-2023 Annual Budget.**

Mayor Pro Tem Foy stated that he believes Council has all the issues ironed out and asked how Council would like to proceed with discussing the budget. Council did not want to go line item by line item again but opened it up for questions or discussion on a particular item.

Mrs. Kim Thacker stated that she also feels good about the budget and noted changes to the contingency appropriations line item. She stated that we currently have a balanced budget and explained the minor adjustments made to accommodate a surplus in both the general fund and water fund.

Councilman Jones expressed a concern with having a narrow history when comparing line items. He was also concerned with the large property tax increase being imposed on Stokesdale residents this year and while we can't worry about a few dollars we need to be able to compare the budget to previous years.

Mayor Pro Tem Foy explained the change in line-item titles and the number of line items that was made a few years ago. He noted titles that were changed and line items that were combined and explained the challenge this may pose in comparing line item to line item. He also noted the HVAC system expenditure that is included in this year's budget but may not be spent prior to June 30. That expenditure is not included in next year's budget.

Mayor Pro Tem Foy then noted that the Town received some Covid money which was spent on technology used here in the council chambers, he noted an increase in maintenance costs due to having to replace HVAC units in Town Hall. He noted that more units are on order and may not be spent out of the current year's budget. He noted that we have used past history and the current contracts we have in place to make this year's projections.

Mayor Pro Tem Foy acknowledged challenges in the past when it came to the Town's finances. He stated that he has full confidence that what we have now is accurate and noted the low number of budget amendments as evidence of that. He again stated that he feels good about the budget that the Council has put together.

Councilman Jones stated that he has looked at this several time and doesn't have any huge issues but is still nervous with our short budget history.

Councilman Landreth stated that he also feels good about the information we have put together. He noted that Council went line item by line item to come up with this budget.

Council then discussed the Engineer and Consulting line item at \$15,000 and the repairs and maintenance line item at \$35,000 in the water fund. Council felt that \$35,000 was sufficient for maintenance and repair but not comfortable with Engineering line item.

Council discussed the expenses included in the water line/meter installation/general repair category. It was then suggested that the title for water line/meter installation/general repair be changed to water general repairs.

Mayor Pro Tem Foy made a **Motion** to decrease line item 13008 water line/meter installation/general repair line item to \$15,000 and increase line item 12003 Engineering and Infrastructure to \$35,000 and to change the name of water line/meter installation/general repair to Water General Repair. Councilman Jones seconded the motion.

**Vote in favor: Mayor Pro Tem Foy-aye, Councilman Jones-aye, Councilman Landreth-aye, Mayor Crawford-aye.**

**Vote in opposition: None**

**Motion carried.**

Mayor Pro Tem Foy then asked Mrs. Thacker to give the exact amount the Town will receive through the American Rescue Funds (ARP). Mrs. Thacker stated that the town received \$362,737.50 in July and a total \$725,479.00 will be received after the second distribution is sent out. Mayor Pro Tem Foy stated that these funds were originally to be used for specific uses such as sewer, water, or broadband infrastructure. He noted challenges by small towns that didn't have water or sewer but had this chunk of money but no way to spend it. The Federal Government implemented some changes to allow these funds to be spent on park improvements. He stated that he would like to use this money to make capital improvements in the town park. He recommended these funds be placed in the budget under capital improvements for the town park and how these funds are to be spent will be discussed by Council at a later time. He stated that these funds should be shown in the budget.

Mayor Pro Tem Foy stated that he could recommend in good faith that this full amount be spent on the park since we have the \$1.14 million dollars available to use from the other grant. He stated that we have a lot of citizens not on our water system and would benefit from park improvements. It is rare that we have this much money that must be spent or sent back to the federal government. The deadline to encumber these funds is December of 2024 and spent by December 2026.

Councilman Landreth asked if we have to spend the funds? He expressed concern that if something big were to happen with the water system for example and we needed to spend those funds on repairs. Mayor Pro Tem Foy stated that he could be wrong but believes these funds have to be spend on capital projects and could not be used for an emergency situation. Councilman Landreth wanted to clarify that we are not voting tonight to spend this money. It was stated that this is not a vote on spending this money but to simply get these funds in the budget.

Councilman Jones stated that he understands his enthusiasm about our park, however, our highest priority is the Town's water system and noted some ways these funds could be used to improve and expand the water system. He added that he would be ok with spending money on the park but would want a plan and a goal in place.

Councilman Jones mentioned a grant received by the Town to address some contaminated area in town but was not comfortable that it had been taken care of in the past. He suggested that this be looked at again and possibly placed on a future regular agenda for Council. Councilman Landreth stated that he would like to know if we still have a problem and if we need to hold this

money in case we need to take care of this. Mayor Pro Tem Foy stated that this was well communicated in the past and that some may be hearing this for the first time.

Mayor Crawford asked if these funds could be placed in a contingency fund. Mrs. Thacker stated that it is too much to be held in a contingency fund. She added that while she is directed by Council, she can be held liable for how the Town's money is spent, and she will ensure that it is spent properly.

Mayor Pro Tem Foy stated that he would like to see the Town spend the ARP funds on the town park and the \$1.1 grant money on the water system. Councilman Jones stated that we need a wish list and a plan in place on how these funds would be spent. Mayor Pro Tem Foy referred to the Citizen's Survey done in 2019 and described the items identified in that survey. It was noted that the town needs a capital improvement plan for the Town in addition to the one done by Hazen and Sawyer for the water system.

Council held a brief discussion on extending water lines through the development process versus the Town extending water lines and making connections in certain areas to increase the flow. No change was expected to current requirements approved in the Town's Development Ordinance which requires developers to connect to the Town's water system in specific situations.

Councilman Landreth noted improvements that were need in the park and could support spending some money in the park as well. He would be hesitant to spend money that would be need it for repairs should something happen. He encouraged Council to discuss a plan for something that would be a long-term asset to the town. Councilman Jones stated that he could support spending half the money provided we have a set goal.

Mayor Pro Tem Foy identified trails, amphitheater and basketball courts as some of the things he would like to pursue for the park. Councilman Landreth also supported basketball courts. Councilman Jones felt that the town was lacking indoor facilities.

Mayor Pro Tem Foy supported an indoor facility also and noted that Guilford County has ARP money as well. He noted that the Town complied with their request in asking for some of that money; however, now they are requesting another form be completed. He stated that it wouldn't hurt to ask again for this money.

Mayor Pro Tem Foy made a **Motion** to include the \$362,737.50 of American Rescue Plan funds as income in the budget, add an American Rescue Plan Grant Money as a separate line item and to increase park investment expenditure to match that amount to stay in balance. None of that money will be spent without a vote of Council. Councilman Jones seconded the motion.

Councilman Landreth asked if this money needed to be spent for something else could that money be moved. Mayor Pro Tem Foy and Mrs. Thacker agreed that Council could approve a budget amendment if needed.

**Vote in favor: Mayor Pro Tem Foy-aye, Councilman Jones-aye, Councilman Landreth-aye, Mayor Crawford-aye.**

**Vote in opposition: None**

**Motion carried.**

Councilman Jones referred to the draft budget message and asked for the following amendments: a statement added identifying the Town as a limited services government, a statement identifying Stokesdale as a Council-Mayor form of government and not a Manager-Council form of government under the NC General Statutes, the Town of Stokesdale provides supplement water to Stokesdale Fire Department and surrounding fire departments; and a statement that Town of Stokesdale has not received sales distribution money since (a certain date) and research the date that Guilford County changed their distribution method. He felt it is very important that the citizens know about this change and the significance it has on Stokesdale.

Councilman Jones then made that as a **Motion**: a statement added identifying the Town as a limited services government, a statement identifying Stokesdale as a Council-Mayor form of government and not a Manager-Council form of government under the NC General Statutes, the Town of Stokesdale provides supplement water to Stokesdale Fire Department and surrounding fire departments; and a statement that Town of Stokesdale has not received sales distribution money since (a certain date) and research the date that Guilford County changed their distribution method. Mayor Pro Tem Foy seconded the motion.

**Vote in favor: Mayor Pro Tem Foy-aye, Councilman Jones-aye, Councilman Landreth-aye, Mayor Crawford-aye.**

**Vote in opposition: None**

**Motion carried.**

Mrs. Thacker then asked if Council would consider adding a statement regarding the ARP funds and specifically how they are to be spent in this message. By consensus Council agreed that a statement should be included.

Mayor Crawford asked how we get the Greensboro-Jamestown ABC profit sharing distribution and asked why we did not get from Oak Ridge. No one was sure how the money is distributed.

## **7. Citizen Comments.**

None presented.

## **Council Comments**

Mayor Pro Tem Foy wished everyone a great weekend and a Happy Mother's Day to all the mothers.

Councilman Landreth mentioned sales tax vote coming up.

Councilman Jones also expressed appreciation for all the mothers out there and appreciation to the one citizen in attendance.

Mayor Crawford also wished everyone a happy Mother's Day. He then announced the resignation of Deputy Clerk Robin Yount effective May 13, 2022 and thanked her for her service.

## **8. Adjournment.**

Councilman Jones made a **Motion** to adjourn the meeting. Councilman Landreth seconded the motion.

**Vote in favor: Mayor Pro Tem Foy-aye, Councilman Jones-aye, Councilman Landreth-aye, Mayor Crawford-aye.**

**Vote in opposition: None**

**Motion carried.**

Being no further business to come before Council, the meeting was adjourned at 8:37pm.

Approved: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michael E. Crawford, Mayor

\_\_\_\_\_  
Dale F. Martin, Town Clerk



**MINUTES**  
**TOWN OF STOKESDALE**  
**REGULAR TOWN COUNCIL MEETING**  
**8325 ANGEL PARDUE ROAD**  
**STOKESDALE, NC 27357**  
**May 12, 2022 AT 7:00PM**

Members present: Mayor Mike Crawford, Mayor Pro-Tem Derek Foy, Councilman Tim Jones, Councilman Jim Rigsbee, Interim Town Clerk Dale Martin, Town Attorney Tom Medlin, Finance Officer Kim Thacker

Councilman Jimmy Landreth was not in attendance.

**1. Call to Order, Pledge of Allegiance, Invocation:**

The meeting was called to order by Mayor Mike Crawford at 7:07pm, followed by the Pledge of Allegiance. Pastor Ed McKinney of Stokesdale United Methodist Church gave the invocation.

**2. Review and Adopt Agenda:**

Councilman Jones requested an agenda amendment to add a discussion about their Metropolitan Planning Organization representative. He also wanted to add a discussion and vote on job advertising for the Town Clerk position.

**Motion** by Councilman Rigsbee to approve the agenda as amended. Mayor Crawford seconded the motion.

**Vote:** Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.

**3. Review and Approve Minutes (August 5, 2021; August 12, 2021; September 2, 2021 Open Session; September 2, 2021 Closed Session; April 7, 2022 Budget Workshop; April 14, 2022 Regular Town Council Meeting):**

**Motion** by Mayor Pro-Tem Foy to continue consideration of August 5, 2021 meeting minutes, seconded by Councilman Jones.

Mr. Foy clarified that he wished to ask the Town Clerk a few questions about the minutes.

**Vote:** Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.

**Motion** by Mayor Pro-Tem Foy to approve the August 12<sup>th</sup>, 2021 meeting minutes as presented, seconded by Mayor Crawford.

Councilman Jones reminded the council of his reticence to provide approval for minutes of a meeting that he did not personally attend. He clarified that should his vote delay the approval of minutes, he would review recordings, documents, and anything else needed to weigh in properly.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-nay, Councilman Rigsbee-aye. Motion carried.**

**Motion** by Mayor Pro-Tem Foy to approve September 2<sup>nd</sup> 2021 meeting minutes as presented, seconded by Mayor Crawford.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-nay, Councilman Rigsbee-aye. Motion carried.**

**Motion** by Mayor Pro-Tem Foy to approve September 2<sup>nd</sup> 2021 Closed Session minutes, seconded by Mayor Crawford.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-nay, Councilman Rigsbee-aye. Motion carried.**

**Motion** by Mayor Pro-Tem Foy to approve April 7<sup>th</sup> 2022 Budget Workshop minutes, seconded by Mayor Crawford.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.**

**Motion** by Mayor Pro-Tem Foy to approve April 14<sup>th</sup> 2022 meeting minutes as presented, seconded by Mayor Crawford.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.**

#### **4. Public Safety Reports: Fire Department**

Fire Chief Todd Gauldin reported the following: 40 medical calls, 25 fire calls, 21 other calls, overall increase in calls, and an ongoing trend towards more calls overall. He also cautioned everyone to take care with their seasonal appliances, particularly grills. He encouraged everyone to properly put out charcoal fires and to be attentive to gas grills, specifically noting to not allow the gas to build up too much before lighting the grill.

#### **5. Administrative Reports:**

##### **a) Planning Board**

Mayor Pro-Tem Foy discussed ongoing plans for a parade and an undefined fall event (perhaps a Back-to-School event). Councilman Rigsbee mentioned a request for a memorial park bench. Councilman Jones stated that the park grill near the first shelter was still uninstalled and needed to be addressed.

##### **b) Administrative Report from Interim Town Clerk**

Interim Town Clerk Dale Martin reported the following for April - 10 meters installed, 16 applications for transfers of service, 55 meters on hold for builders, 75 meters in stock, 650 water bills sent out, 17 work orders prepared, 27 811's processed, 14 picnic shelters processed, ongoing work to update records for backflow, one ABC permit being processed, plans in process for water line extension in the Blacksmith subdivision, collaboration with NCDOT on road work improvement plans, notification from DEQ that a Clean Watersheds Needs survey was required, continuing to put budget books together, subdivision list in progress, residential building permit application ongoing (for which May 13<sup>th</sup> is the last day to file an appeal).

Mayor Pro-Tem Foy then read an email from Republic Waste concerning the change in trash and recycling vendor for the Town. It clarified a few details about the process as they ceased operations, with the last day of service being June 30<sup>th</sup>. Mayor Crawford added that the new company, GFL, had provided an email and phone number citizens could use to ask questions.

**c) Events Committee**

No report

**d) Property Committee**

No report

**6. Financial Reports: Finance/Budget Officer: Kim Thacker**

Finance Officer Thacker presented the financial reports for both the General Fund and the Water Fund, detailing the account balances as of April 30, 2022.

Starting with the General Fund, for the Bank of Oakridge the checking was at \$23,260.88, the CDARS account was \$2,559,664.96. For Fidelity Bank, the checking account was at \$261,713.88, petty cash at \$150.

For the Water Fund, she reported a Bank of Oakridge CDARS account balance of \$499,798.07. The Fidelity checking was \$591,334.99. The CRF Fund was \$160,695.12, NC Management Fund at \$522,642, and the Fidelity Savings account was \$45,050.99.

Responding to a question from Mayor Pro-Tem Foy, Mrs. Thacker stated the bill expected several months ago from Guilford County for municipal elections had not yet arrived, noting she would follow up on it.

**7. Citizen's Comments from the Floor (3-minute limit per speaker):**

**Cheri Pikett, 7804 Robinson Rd, Summerfield, NC** – Spoke of her concerns with the current curriculum in Guilford County public schools, referencing her belief that children were being subjected to coercive subject matter. She stated that students were being taught "critical race theory" via "social emotional learning," and taught about Frankfurt School Marxists. She followed up claiming that this was a "religion" and "based on skin colors and groups," and was therefore in violation of certain laws prohibiting religion and discrimination in public schools.

She also claimed that “these programs have damaged thousands of our children,” and wanted to somehow prevent this supposed curriculum from “continuing” in Guilford County schools.

**Eileen Thiery, 8101 Meadow Springs, Rd., Stokesdale, NC**– Asked for clarification about the maintenance responsibility for the area around the Town Clock. She stated that, being the Stokesdale Town Clock, she might expect the Town to officially take over the maintenance of the area at the base of the structure and then officially budget for that maintenance.

### **Old Business**

#### **8. Consideration of an amendment to revise the Town of Stokesdale Water Line Specifications (continued from April 14th meeting):**

Councilman Jones suggested that, for new water lines, the Town should exclusively use 8-inch PVC class C900 pipes. Mayor Pro-Tem Foy agreed, and also mentioned that this was because he had already moved to make this change in the past. Mr. Jones agreed with Mr. Foy, as both recalled voting to make this change on two previous occasions (in 2017 and 2020). Mr. Jones also stated that, though he understood that some contractors preferred the 6-inch pipe for the lower costs, he was not sure why 6-inch pipe was still allowed and being used in new projects considering those previous attempts to change the requirements. He also stated that the Fire Department had requested the use of 8-inch pipes as well as the pipes provide better quality (in terms of both volume and pressure) when dealing with fires.

It was also mentioned that Interim Town Clerk Dale Martin had flagged several writing errors, mostly grammatical, in some of the documentation and that those errors should be corrected.

**Motion** by Councilman Jones to make changes to the Water Line Specifications which would correct grammar and formatting, correct the hydraulic modeling submittal, and change the specification allowing for 6-inch or 8-inch pipe to instead exclusively use 8-inch PVC class C900 pipe for water lines. The motion was seconded by Mayor Pro-Tem Foy.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.**

#### **9. Discussion on Drink Machine located at Town Park (continued from April 14<sup>th</sup> meeting):**

**Motion** by Councilman Jones to unplug the park drink machine, wrap it in a tarp, mark it as out of order, and then to have the Finance Officer estimate the electricity cost of running the machine since it was installed and bill whoever holds the contract for the machine that amount.

Mr. Foy requested that the motion be broken into two motions, one to mark it as out of order and one related to the billing. Mr. Jones agreed and withdrew his motion.

**Motion** by Councilman Jones to unplug the park drink machine, wrap it in a tarp, and mark it as out of order, seconded by Mayor Pro-Tem Foy.

Mayor Crawford asked if the machine was actually in use at all, but it was unclear.

Mr. Jones asked where the authority was coming from to pay for the electricity costs of the machine, to which Mr. Foy responded that the cost for the machine was likely just included in a general power bill and so was not being independently paid for. Mr. Jones clarified that he was unsure of how the machine had been installed without council approval in the first place. Mayor Crawford explained that approval had been given, but he was not sure if the person that gave that approval had the authority to do so. Mr. Jones then said that he would be comfortable withdrawing his motion now that he had voiced his concerns, hoping though that the issue would be discussed further and eventually resolved.

Mayor Crawford commented that he had been in contact with a representative at the Coca-Cola Company and is waiting for a response from them.

Mr. Jones asked Town Attorney Medlin how the Town might proceed if they did not hear back from the company on this matter. Mr. Medlin suggested that, if all appropriate attempts to make contact failed, then the Town would be justified in simply unplugging the machine.

Councilman Rigsbee suggested, considering that they were still attempting to get a response from the company, that they could merely continue the matter. The other members agreed with this suggestion.

**Motion** by Councilman Jones to continue the matter, seconded by Mayor Crawford.

**Vote:** Mayor Crawford-aye, Mayor Pro-Tem Foy-nay, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.

### **New Business**

#### **10. Consideration of invoice from the Friends of Stokesdale for Town Clock landscaping:**

**Motion** by Mayor Crawford to pay the invoice to the Friends of Stokesdale.

Mayor Pro-Tem asked for clarification, Mayor Crawford stated that he did not think the Town should take over the maintenance of the area at the base of the Town Clock but did think that this invoice should be paid. Councilman Rigsbee commented that his concern, regarding potentially taking over the maintenance of this area, was that it was at a separate location from Town Hall which might necessitate a renegotiation of terms with their landscaping team. He clarified that the terms under which the Town operates require that they plan expenditures in advance, and that they avoid making payments which were not budgeted for before-hand. For that reason, either attempting to adjust the landscaping contract currently in place for Town Hall or paying the Friends of Stokesdale to maintain the Town Clock area were legally difficult propositions. Mr. Foy reminded everyone that a policy which he drafted which would possibly offer a solution to this issue was also on the agenda.

Town Attorney Medlin reminded the council that a motion had been made but was not yet seconded. The motion was seconded by Councilman Rigsbee.

Councilman Jones and Mayor Pro-Tem Foy offered to make the payment themselves to get around the legal concerns brought up by the council on this matter (potentially setting a precedent by using Town money to pay an invoice which was not on the budget). Mr. Rigsbee suggested that this could, instead of being paid as an invoice, be resolved as a donation.

**Amendment** by Councilman Rigsbee to donate (rather than pay) the Friends of Stokesdale in the amount of \$465.49 for the beautification of the downtown area. The amendment was accepted by Mayor Crawford.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-nay, Councilman Rigsbee-aye. Motion carried.**

**Motion** by Councilman Jones to gather invoices from the Friends of Stokesdale relating to the Town Clock area maintenance and Mural project, and to have Town staff locate the agreements between the Town of Stokesdale, the Fire Department, and the Friends of Stokesdale for council review. The motion was seconded by Mayor Pro-Tem Foy, but Mr. Foy commented that he was unsure if the council had the authority to make such a request.

Mr. Jones asked Mr. Medlin for clarification, stating that to his knowledge NC state law required all public funds given to a non-profit organization be subject to an audit trail. Mr. Medlin responded that Mr. Jones was entirely authorized to make the request, but he was unsure what the results would be if the Friends of Stokesdale refused the request.

Mr. Rigsbee asked why they should request invoices from the Friends of Stokesdale as opposed to just checking their own records. Mr. Jones then explained that their own records would not show them where the money actually went, whereas by reviewing the Friends of Stokesdale's records the council could confirm how the public's money had actually been used.

Mr. Foy then read NC General Statute 55A-16-24, which requires that a non-profit which receives over \$5000 in grants, loans, or in-kind donations from a local government to provide financial documents upon a written demand. He then clarified that therefore, Mr. Jones' request was indeed aligned with state law.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.**

**11. Discussion and vote on proposal by Charles R. Underwood, Inc. for maintenance on Town's Altitude Valve:**

Councilman Jones clarified that this item was actually about a pressure reducing valve and pilot valve, not an altitude valve. He then explained the situation (overdue maintenance) as well as some of the differences between the mechanics of the valves mentioned.

**Motion** by Councilman Jones to approve proposal by Underwood for \$4,803.75 to rebuild pressure reducing valve, install a new pilot valve, and perform all associated labor. The motion was seconded by Mayor Pro-Tem Foy.

**Vote:** Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.

**12. Discussion of Town Policy relating to Non-Profits requesting funding from Town:**

Mayor Pro-Tem Foy proposed a policy allowing Non-Profits to request funding from the Town. He explained that he designed this policy based on similar policies used by other towns. Some of the major elements of this policy were: the non-profit would inform the town of what services they provide, how many volunteers and members they have, any funds they have received from the Town in the past three years; provide two years of tax information; and a description of how the requested funding would be used.

**Motion** by Mayor Pro-Tem Foy directing the Town Attorney to review the proposed Non-Profit funding request policy. If approved the policy would be effective retroactively to May 12, 2022. The motion was seconded by Mayor Crawford.

Councilman Jones proposed an **amendment** that the Town would expect Non-Profits to provide invoices, cancelled checks, and other records to keep track of how public money was being used by the non-profit. Mr. Foy agreed to the usefulness of the amendment and accepted it.

Councilman Rigsbee voiced a concern that this policy might interfere with their ability to donate to the Stokesdale school. The council suggested that, not being a non-profit, it should be exempt.

**Vote:** Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.

**13. Town Policy on Closing a Water Account:**

Mayor Pro-Tem Foy clarified that this policy was focused on abandoning a water tap, and that his wording may benefit from some updates moving forward.

Councilman Jones discussed a few points about how the water system in the town was arranged, and what some of the options were for dealing with an abandoned tap. He and Mr. Foy clarified a few points as to how contractors might remove meters and backfill holes, and what the concerns were with the different options. They both agreed that, despite the challenges, getting a policy in place sooner rather than later would be a major benefit.

**Motion** by Mayor Pro-Tem Foy directing Town Attorney to review proposed process on abandoning a water tap, if approved the policy would be retroactively effective to April 12, 2022. The motion was seconded by Mayor Crawford.

Mr. Jones cautioned that, should there be no fees involved for abandoning a water tap, the Town would then be responsible for the costs. Additionally, he recommended that disconnected meters

be checked occasionally to ensure that property owners were not illegally accessing water services.

Mayor Crawford asked what the actual cost should be, Mr. Jones explained that he didn't have a number ready off the top of his head but that he felt it would be unwise to not charge at all.

Mr. Foy proposed that the following line be added to the policy: "To abandon a water tap property owners should pay a \$250 abandonment fee."

Councilman Rigsbee asked if there was a cheaper and less permanent alternative to the methods suggested up to that point. Mr. Jones explained that, with simple padlocks or pinlocks, any citizen with a few tools and some know-how could easily remove those locks and continue accessing water services after the official abandonment and disconnection. He also mentioned that, in the process of removing locks, it was common to cause damage which the Town would ultimately need to pay for. Mr. Rigsbee then suggested that it might be better, overall and financially, to assume that citizens were trustworthy and use cheaper methods in the abandonment process. Mr. Foy agreed that he would generally assume that the citizens were trustworthy, and that the council likely didn't need to worry overmuch about water theft.

Council continued to discuss different options for how to lock or remove meters, and what processes might be put in place to avoid unnecessary costs while still checking to ensure water services were not being accessed illegally.

Mr. Medlin suggested that the language be changed to indicate only that an abandoned tap would be rendered inoperable rather than removed, which would allow for operational leeway.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.**

#### **14. Fee Schedule: Text Amendments:**

Mayor Pro-Tem Foy proposed that a line be added to the Town fee schedule specifying a \$500 fee for text amendments, plus the cost of advertising should a public hearing be necessary.

Mr. Foy then provided an example of the current text amendment process. The citizen in his example requested a text amendment and paid a total of \$200 for the process while the Town, through advertising costs and staff time, incurred a cost of around \$2,000.

**Motion** by Mayor Pro-Tem Foy directing the Town Attorney to review the proposed Text Amendment policy and the proposed changes to fees and process, and if approved the policy would be retroactively effective to May 12 2022. The motion was seconded by Mayor Crawford.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.**

#### **15. Release of Performance Bond Letter of Credit for Cold Water Terrace subdivision:**

Council, Finance Officer Thacker, and Town Attorney Medlin discussed the details of this item and how it related to DOT processes. Mr. Medlin suggested that this should not be a staff matter, as it was council that needed to confirm for their own purposes that everything was being completed properly. Councilman Jones then responded that he didn't think the bond was a part of their ordinance but was not sure if it included other items that did require attention. Mr. Jones then raised concerns that the plans had not been reviewed or approved, nor had the related installation been inspected, by a Town of Stokesdale engineer. Mr. Medlin then asked if the bond specifically referred to any water infrastructure, as it would in that case have required an engineer to sign off. However, if it was a bond for road-work, then NCDOT would need to sign off instead. Interim Town Clerk Dale Martin then stated that she did not believe the bond covered any water infrastructure.

**Motion** by Mayor Crawford to release the bond for phase 1 of case #21-05-STPL-04404, seconded by Councilman Jones.

Council discussed Stokesdale's responsibility to address this issue, with Mayor Pro-Tem Foy commenting that many of the roads seemed to be in Forsyth County. Clarification was provided that some roads were in Guilford County and under the Town's responsibility.

**Vote:** Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.

#### **16. Discussion of MPO Representative:**

Councilman Jones explained that, for the Metropolitan Planning Organization, Stokesdale had been represented by a Summerfield Council Member for many years. He suggested pursuing some way to become more directly involved in their representation. Councilman Rigsbee commented that he would reach out to a contact to get more information.

#### **17. Discussion of Job Advertisement for Town Clerk:**

**Motion** by Councilman Jones to post the job advertisement for the Town Clerk position on Indeed, with the League of Municipalities, and the Town of Stokesdale website and Facebook page. The motion was seconded by Mayor Pro-Tem Foy.

Suggestions were made to use a service to narrow the field and find appropriate candidates, rather than simply send it out on general job sites. Mr. Jones **amended** his motion that verbiage be added per their having joined the Local Government Retirement Commission, seconded by Mr. Foy. A proposed job application submission date was set for May 27<sup>th</sup>. Councilman Rigsbee proposed an additional **amendment** that it also be advertised in the Northwest Observer. The amended motion was seconded by Mayor Pro Tem Foy.

**Vote:** Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.

#### **18. Citizen's Comments from the floor (3-minute limit per speaker):**

Bobby Dalton, Stokesdale, NC – Spoke of her concerns about recent changes in property values and the related appeals process. She requested the Council get involved in the matter, as she was unhappy with how her property was appraised. Council thanked her for commenting on this matter as they shared her concerns.

**19. Council Comments:**

Councilman Rigsbee thanked all for attending and Mayor Pro-Tem Foy thanked staff for their work. Councilman Jones thanked staff as well, and also thanked Bobby Dalton for staying until the end of the meeting. He then noted his particular concern about property evaluations, in general and for families, as groceries and gas prices were also increasing. Mayor Crawford also thanked everyone for attending and encouraged everyone to vote in the upcoming primary.

**20. Adjournment:**

**Motion** by Mayor Pro-Tem Foy to adjourn at 10:35pm, seconded by Councilman Jones.

**Vote: Mayor Crawford-aye, Mayor Pro-Tem Foy-aye, Councilman Jones-aye, Councilman Rigsbee-aye. Motion carried.**

Approved: \_\_\_\_\_

\_\_\_\_\_  
Michael E. Crawford, Mayor

ATTEST:

\_\_\_\_\_  
Dale F. Martin, Town Clerk



**MINUTES  
TOWN OF STOKESDALE  
SPECIAL CALLED TOWN COUNCIL MEETING  
8325 ANGEL PARDUE ROAD  
STOKESDALE, NC 27357  
JUNE 28, 2022 AT 5:00 PM**

Member's present were: Mayor Mike Crawford; Council Members: Jimmy Landreth, Tim Jones, and Jim Rigsbee; and Town Clerk Dale Martin. Mayor Pro-Tem Derek Foy and Town Attorney Tom Medlin attended by phone and by Zoom.

**1. Call To Order and Invocation.**

Mayor Crawford called the meeting to order at 5:07 PM and Councilman Tim Jones delivered the invocation.

**2. Adopt the Agenda.**

Councilman Jones made a **Motion** to adopt the agenda as presented. Councilman Jimmy Landreth seconded the motion.

**Vote: Mayor Crawford-aye, Mayor Pro Tem Foy-aye; Councilman Rigsbee-aye, Councilman Jones-aye; and Councilman Landreth-aye.**

**3. Closed Session for the purpose of discussing Personnel Matters:**

**§ 143-318.11. Closed sessions.**

**(a) Permitted Purposes. - I**

(3) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

Mayor Crawford made a **Motion** to enter into Closed Session at 5:12 pm. Mayor Pro Tem Foy seconded the motion.

Councilman Jones asked that the motion be amended to include the purpose of the Closed Session: (3) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee

Mayor Crawford and Mayor Pro Tem Foy accepted the amendment.

**Vote: Mayor Crawford-aye, Mayor Pro Tem Foy-aye; Councilman Rigsbee-aye, Councilman Jones-aye; and Councilman Landreth-aye.**

Mayor Crawford made a **Motion** to enter into Open Session at 5:31 pm. Councilman Landreth seconded the motion.

**Vote: Mayor Crawford-aye, Mayor Pro Tem Foy-aye; Councilman Rigsbee-aye, Councilman Jones-aye; and Councilman Landreth-aye.**

Mayor Pro Tem Foy made a **Motion** to hire Mr. Robbie Wagoner as the Town's Deputy Clerk at a salary of \$41000 per year, plus all benefits currently available to all full time employees. The Town of Stokesdale is an "at will" employer. Councilman Jones seconded the motion.

**Vote: Mayor Crawford-aye, Mayor Pro Tem Foy-aye; Councilman Rigsbee-aye, Councilman Jones-aye; and Councilman Landreth-aye.**

#### **4. Public Comments.**

None presented.

Councilman Jones noted that no citizens are present at tonight's meeting.

Mayor Crawford welcomed Mr. Wagoner to the Town and looks forward to working with him.

#### **Adjournment.**

Councilman Jim Rigsbee made a **Motion** to adjourn the meeting. Councilman Jones seconded the motion.

**Vote: Mayor Crawford-aye, Mayor Pro Tem Foy-aye; Councilman Rigsbee-aye, Councilman Jones-aye; and Councilman Landreth-aye.**

There being no further business to come before Council, the meeting was adjourned at 5:34 pm.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Michael E. Crawford

ATTEST:

\_\_\_\_\_  
Dale F. Martin Town Clerk



**July 11, 2022**

**Town Council  
Town of Stokesdale**

**Excerpt of the Draft minutes of the Stokesdale Planning Board meeting May 26, 2022**

**PUBLIC HEARING ITEMS:**

- 5. REZONING CASE 22-04-STPL-02908, 7808 US Highway 158, AG to RS-30:** Located on the north side of US Highway 158, approximately 785 feet west of the Athens Road intersection, Guilford County Tax Parcel 164054. This is a request to rezone said property from AG, Agricultural to RS-30, Single-family Residential. After the hearing, the Planning Board will consider a recommendation to the Stokesdale Town Council to approve or deny the request. Applicant name is The Hen Group, LLC, Kidel Zamamiri.

Chairman Louie introduced the rezoning case and deferred to Oliver Bass, Guilford County Planner to present the Staff report.

Oliver Bass, Guilford County Planner reported that the property is located on the north side of US Highway 158, approximately 785 ft. west of the Athens Road intersection. This is a request to rezone the property from AG, Agricultural to RS-30, Single Family residential. He noted that the parcel is in a mixed use area with apartments, highway business and residential uses. The site has a single-family dwelling on 12.25 acres. North of the site is undeveloped, south is institutional (daycare), east is apartments and west is primarily undeveloped with a single-family dwelling.

Mr. Bass stated that the Stokesdale Land Use plan recommends professional and manufacturing corridor for the growth of office space and light manufacturing. This corridor would start at the eastern edge of the Town Core on US Hwy 158, following US Hwy. 158 east and terminate at the intersection of US Hwy. 158 and US 220. Mr. Bass added that this request is inconsistent with the recommendation of the Stokesdale Future Land Use Plan. The Professional and Manufacturing Corridor is intended primarily for office space and manufacturing uses.

Mr. Bass presented the Staff recommendation to approve the request although the requested action is inconsistent with the recommendation of the land use plan. The use is reasonable and in the public interest because it is adjacent to residential uses in the area and provides housing opportunities for citizens and it is an area served by Stokesdale municipal water system. However, if approved, an amendment to the Land Use Plan is required.

Michael Threatt asked if the States plan for improvements in this area has changed. Mr. Bass stated that his latest information is that the new bypass roadway would be to the east of this parcel but could incorporate a portion of this site. However, he has seen nothing official at this point.

Chairman Louie asked Mr. Bass to identify all the types of uses allowed in RS-30 since this is a straight rezoning request. Mr. Bass stated that the uses are: single-family residential, modular homes, some institutional uses such as family-care homes, some forestry, agricultural uses, major and minor subdivisions, and some recreational type uses with a special use permit. Institutional uses such as schools are included as well.

Mr. Threatt asked if the minimum lot size is 30,000 sq. ft. Mr. Bass agreed that the minimum lot size is 30,000 sq. ft. Kurtis Gentry asked Mr. Bass to expand on the scenic corridor and what is allowed. Mr. Bass presented requirements for the scenic corridor and explained that they would not apply to single-family residential.

Chairman Louie declared the Public Hearing open.

#### **In Favor:**

**Rick Ringer, 8642 W. Market Street, Greensboro, NC:** -- stated that he has had many conversations with Mr. Bass after which they filed their application with the County. He stated that in the review phase, NCDOT has required them to put in a right turn lane that goes into the subdivision and all their requirements will be met. He stated that the plan is for single-family residential development with two or three home models to pick from and that are more affordable than the big homes in the area. He noted that density at 1.14 units per acre and added that they will apply with any regulations or standards that are required. He stated that the single-family home current on the site will remain there. He made himself available for questions.

Chairman Louie asked if NCDOT would require a left turn lane. Mr. Ringler stated that it was discussed but no determination was made at this time. They indicated that it would be addressed in their review process at a later date.

Mr. Ringler noted that the subdivision will be connected to the Town's water system.

#### **Opposed:**

**Charles Westbrook, 7810 US Hwy. 158, Stokesdale, NC:** had questions about the entrances. He stated that the information he has been able to get from NCDOT is that the highway is right up next to his property line. Traffic is a hazard now and would like to know if they are putting in turn lanes. He was concerned with how this will affect his property. He moved to the rural area because he didn't want in a neighborhood. He stated that we can't stop development but would like to stay informed.

Chairman Louie asked for a motion that would include reasoning either for or against the rezoning.

James Greene made a **Motion** to approve the rezoning request in Case # 22-04-STPL-02908, property located at 7808 US Highway 150 from AG to RS-30 because it is in the public interest and beneficial to add more homes to the Town water system.

Mr. Bass asked for a recommendation to amend the Land Use Plan.

Mr. Green **amended his motion** to include an amendment to the Land Use Plan to accommodate this zoning change. Mr. Chris Sumner seconded the motion.

**Vote: Chairman Louie-aye, Vice-Chairman Sumner- aye, Michael Threatt-aye, James Greene-aye and Kurtis Gentry-aye.**

Respectfully submitted,



Dale F. Martin  
Interim Town Clerk

## **REZONING CASE 22-04-STPL-02908, 7808 US Highway 158, AG to RS-30**

### **Property Information**

Located on the north side of US Highway 158, approximately 785 feet west of the Athens Road intersection, Guilford County Tax Parcel 164054. Applicant name is The Hen Group, LLC, Kidel Zamamiri.

**Zoning History of Denied Cases:** No history of denied cases.

### **Nature of the Request**

This is a request to rezone said property from AG, Agricultural to RS-30, Single-family Residential.

#### **District Descriptions**

The AG, agricultural district, is primarily intended to accommodate uses of an agricultural nature, including farm residences and farm tenant housing. It also accommodates scattered non-farm residences on large tracts of land. It is not intended for major residential subdivisions. The district is established for the following purposes:

- 1) To preserve and encourage the continued use of land for agricultural, forest and open space purposes;
- 2) To discourage scattered commercial and industrial land uses;
- 3) To concentrate urban development in and around area growth centers, thereby avoiding premature conversion of farmland to urban uses;
- 4) To discourage any use which, because of its character, would create premature or extraordinary public infrastructure and service demands.

The RS-30, Residential Single-Family District is primarily intended to accommodate moderate density single-family detached dwelling lots with access to public water services. The overall gross density in RS-30 areas will typically be 1.3 units per acre or less. Any proposed major subdivisions, as defined in Section 2-1, that require zoning to utilize the RS-30 Residential Single-family District shall be required to connect to the Stokesdale water service system.

The parcel is in the Scenic Corridor Overlay district.

### **Character of the Area**

The parcel is in a primarily mixed-use area with apartments, highway business, and residential uses.

**Existing Land Use(s) on the Property:** 1 single-family dwelling on 12.25 acres.

#### **Surrounding Uses:**

North: Undeveloped.

South: Institutional (daycare)  
East: Apartments  
West: Undeveloped, single-family dwelling

**Historic Properties:** There are no inventoried Historic Properties located on or near the property.

**Cemeteries:** No cemeteries are shown to be located on this property, but efforts should be made to rule out the potential of unknown grave sites.

## Infrastructure and Community Facilities

### Emergency Response:

Fire Protection District: Stokesdale

Miles from Fire Station: Approximately 1.5 miles

### Water and Sewer Services:

Provider: Private Septic Systems and Stokesdale Water

### Transportation:

Existing Conditions: US 158 is a major thoroughfare under Greensboro CTP

Proposed Improvements: Will be subject to NCDOT Driveway permit requirements. This property is impacted by proposed US Highway 158 Improvement project listed in NCDOT STIP Project # R-2577C. NCDOT Average Daily Traffic (ADT) is 9900 near NC Highway 68 (2017)

Projected Traffic Generation: Not available

## Environmental Assessment

**Topography:** Gently to moderately sloping.

**Regulated Floodplain/Wetlands:** There are mapped regulatory floodplain on the property.

**Streams and Watershed:** There are mapped streams west of site per USGS and/or Soil Survey Map.

## Land Use Analysis

**Land Use Plan:** Stokesdale Land Use Plan (2007)

**Plan Recommendation:** Professional and Manufacturing Corridor

The Professional/Manufacturing corridor is planned to provide an area for the growth of office space and light manufacturing services that is consistent with current uses. This corridor would start at the eastern edge of the Town Core on US Hwy 158, follow US Hwy 158 east and terminate at the intersection of US Hwy 158 and US 220. The northern and southern borders of the

Professional/Manufacturing corridor are identical to the borders of the scenic corridor. Currently this portion of US Hwy 158 contains industrial, highway business, office, residential and agricultural areas. No new industrial areas are proposed due to the number of areas currently zoned but undeveloped.

**Consistency:** The requested action is inconsistent with the recommendation of the Stokesdale Future Land Use Plan. The Professional and Manufacturing Corridor is intended primarily for office space and manufacturing services.

## Recommendation

**Staff Recommendation:** Approve

Although the requested action is inconsistent with the recommendation of the land use plan, it is reasonable and in the public interest because it is adjacent to residential uses in the area and provide housing opportunities for citizens and in an area served by Stokesdale municipal water.

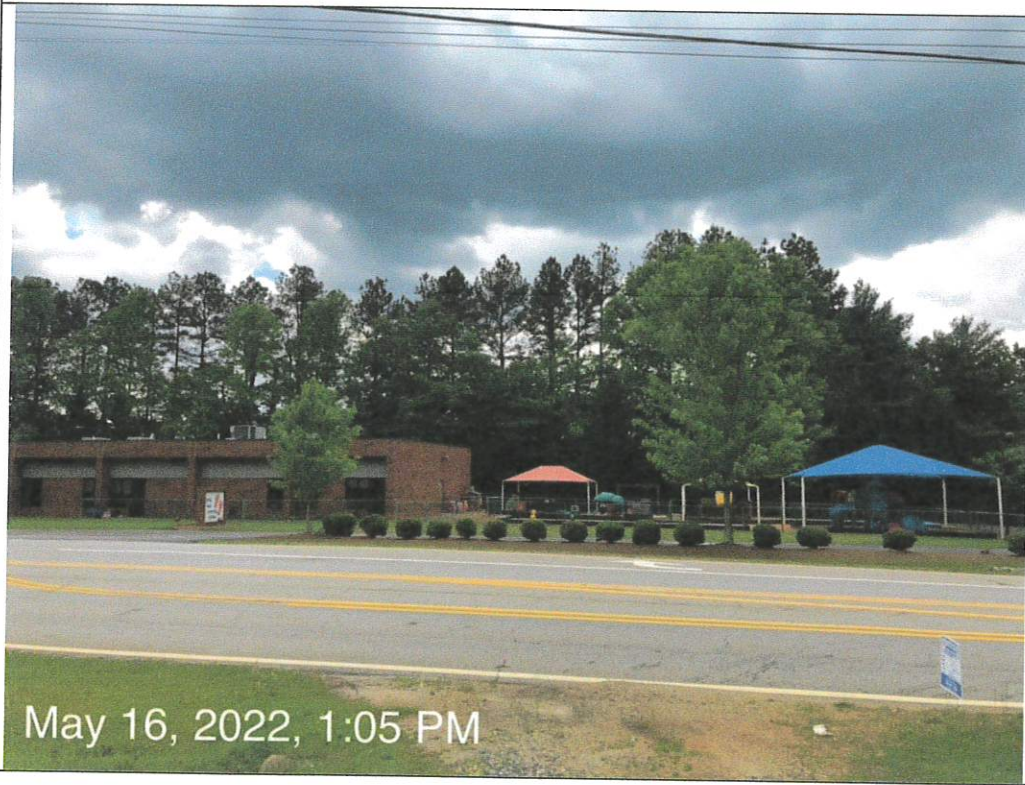
**Area Plan Amendment Recommendation:**

The request is inconsistent with the Stokesdale Land Use Plan recommendation of Professional/Manufacturing Corridor of land use classification, thus if approved, a plan amendment to Residential would be required.





May 16, 2022, 1:03 PM



May 16, 2022, 1:05 PM





# TOWN OF STOKESDALE

## Rezoning Application

Date Submitted: 4/15/22 Fee/Receipt #: \$1000.00 + \$25.00 per acre Case Number: 22-04-STPL-02908

Provide the required information as indicated below. Pursuant to the Stokesdale Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.  
**MAKE CHECK PAYABLE TO THE TOWN OF STOKESDALE**

Pursuant to the Stokesdale Development Ordinance, the undersigned hereby requests the Town of Stokesdale to rezone the property described below from the AG zoning district to the RS-30 zoning district. Said property is located

7808 US Hwy 158, Stokesdale, NC

in 16-Oak Ridge Township; Being a total of: 12.25 acres.

Further referenced on the Guilford County Tax Maps as:

Tax Parcel # 164054

Tax Parcel # \_\_\_\_\_

Tax Parcel # \_\_\_\_\_

Tax Parcel # \_\_\_\_\_

### Check One:

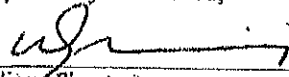
- ☒ The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- ☐ The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

### Check One:

- ☒ The applicant is the property owner(s)
- ☐ The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
- ☐ The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease is attached (financial figures may be deleted).
- ☐ The applicant has no connection to the property owner and is requesting a third party rezoning.

I hereby agree to conform to all applicable laws of Stokesdale and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

Respectfully Submitted,

  
Applicant Signature

KADEL ZAMAMIRI  
Name

P. O. Box 49559  
Mailing Address

Greensboro, NC 27419  
City, State and Zip Code

(336) 931-3109  
Phone Number

\_\_\_\_\_  
Representative Signature

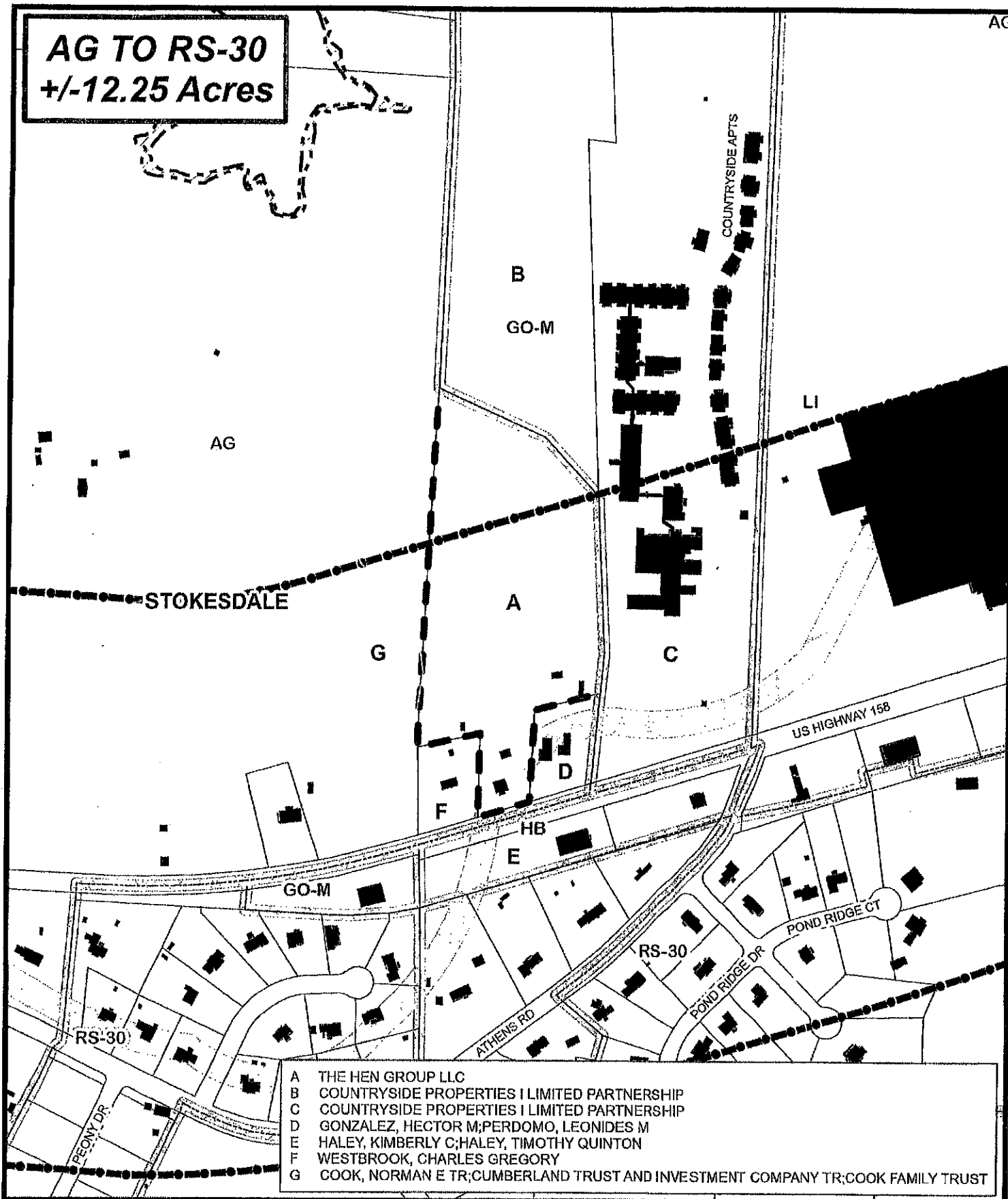
Richard Ringler, Timmons Group  
Name

8642 W. Market St. Suite 136  
Mailing Address

Greensboro, NC 27409  
City, State and Zip Code

(336) 478-3353  
Phone Number

**AG TO RS-30  
+/-12.25 Acres**



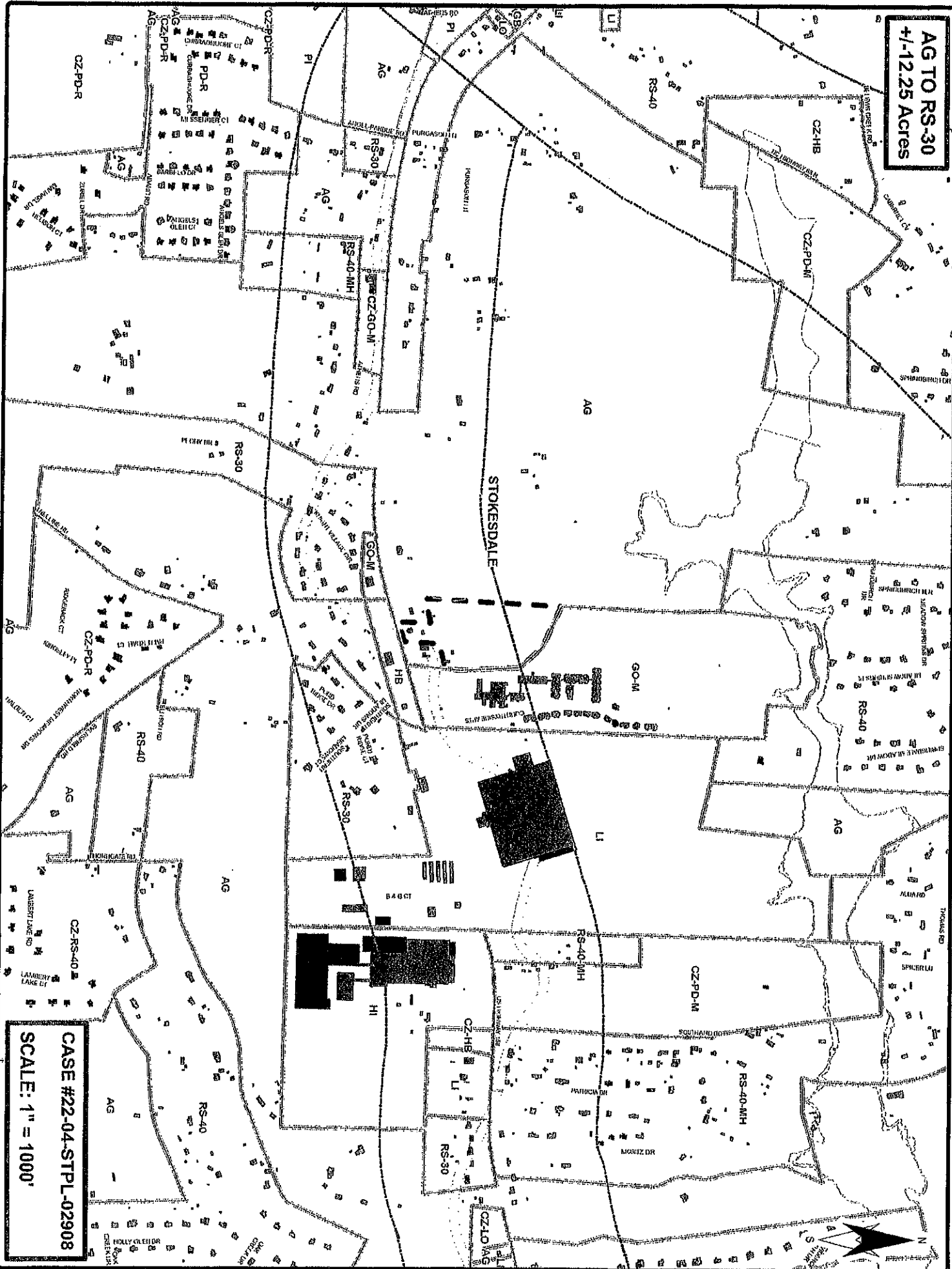
**JURISDICTION:**  
TOWN OF STOKESDALE  
Guilford County  
Planning & Development  
Department

**Rezoning Case #**  
**22-04-STPL-02908**  
**Scale: 1" = 400'**

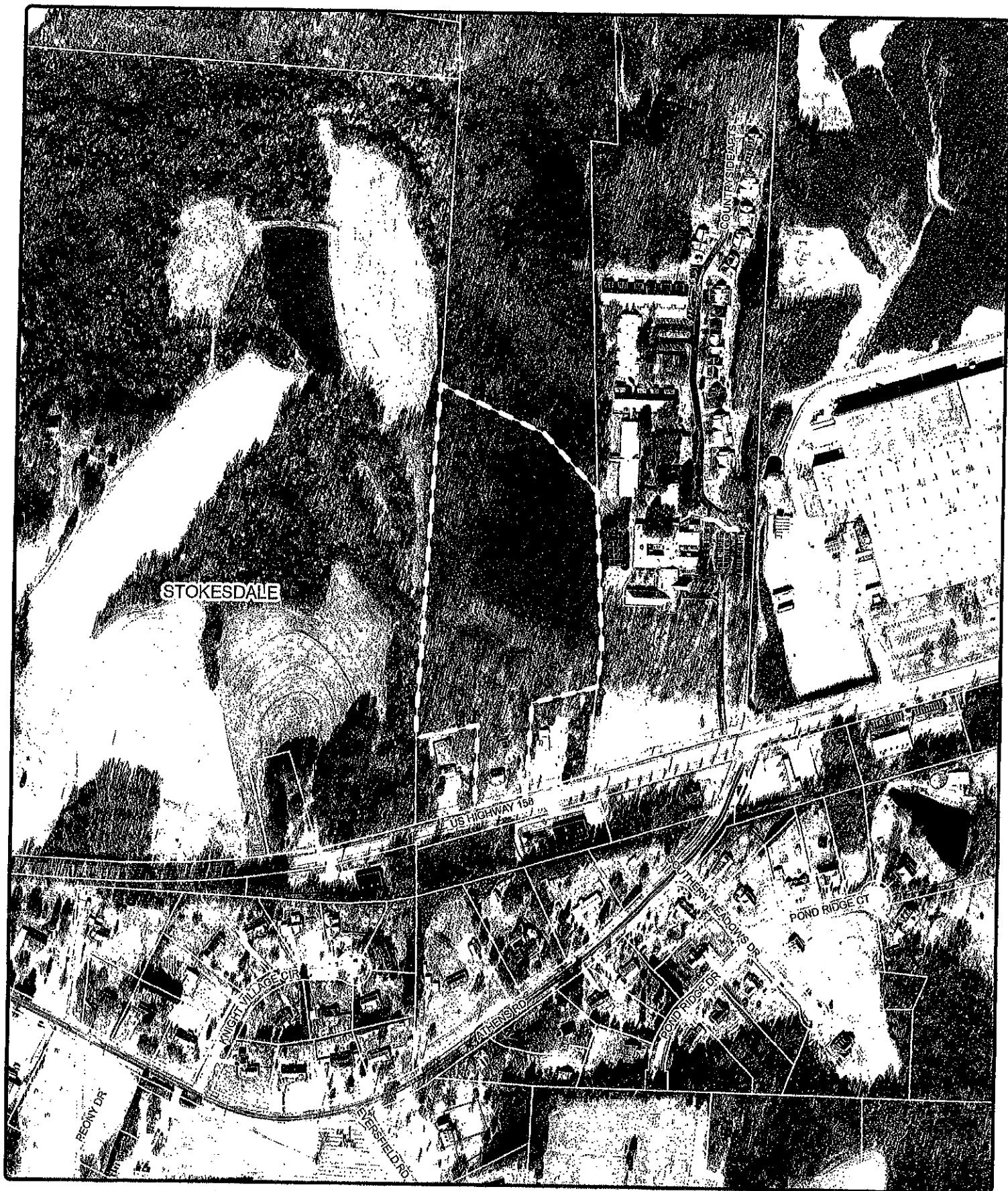
**Map:**  
164054



AG TO RS-30  
+/-12.25 Acres

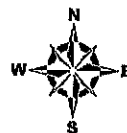


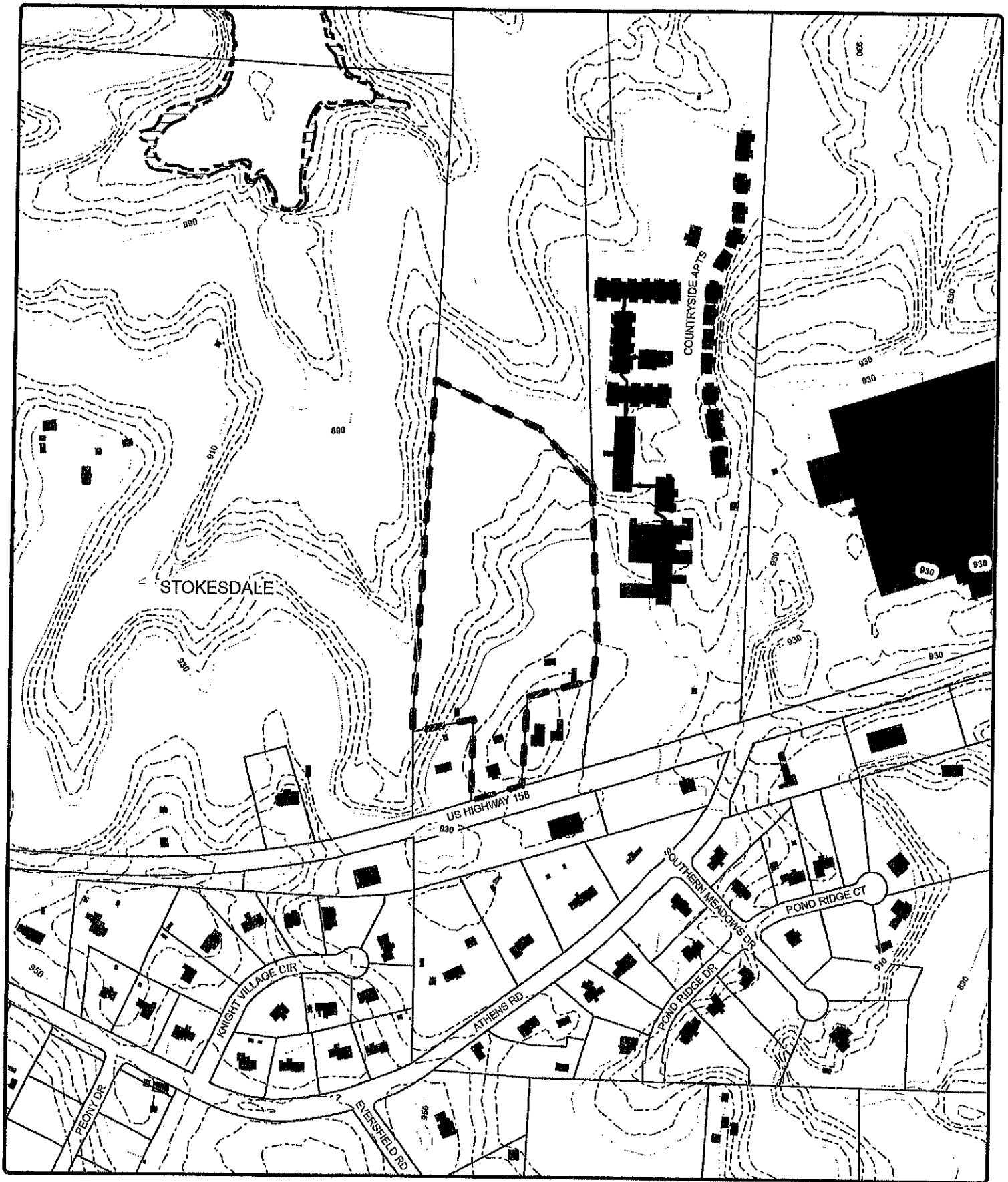
CASE #22-04-STPL-02908  
SCALE: 1" = 1000'



**CASE #22-04-STPL-02908**

Scale: 1" = 400'

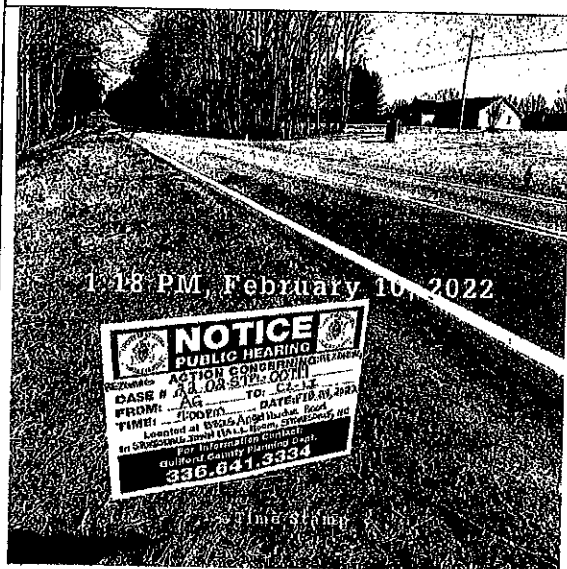
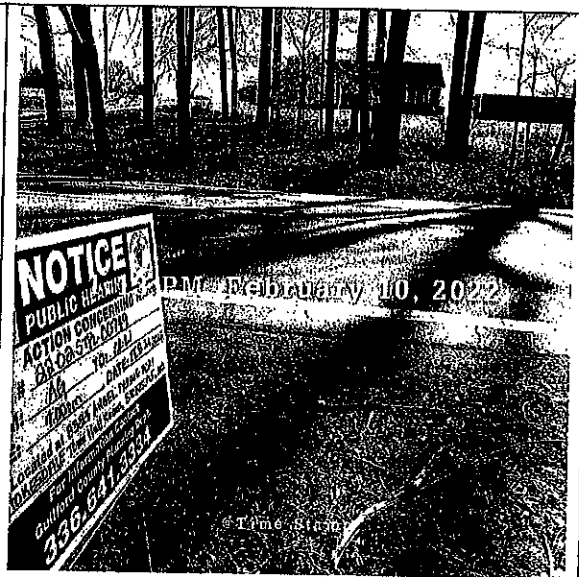




**CASE #22-04-STPL-02908**

Scale: 1" = 400'





## **NOTICE OF PUBLIC HEARING**

Stokesdale Town Council will hold a public hearing at its regular meeting on Thursday, July 14, at 7:00 PM in the Stokesdale Town Hall, 8325 Angel Pardue Road, Stokesdale, NC 27357

### **Public Hearing Item:**

#### **Rezoning Case # 22-04-STPL-02908, 7808 US Highway 158**

Located on the north side of US Highway 158, approximately 785 feet west of the Athens Road intersection, Guilford County Tax Parcel 164054. This is a request to rezone said property from AG, Agricultural to RS-30, Single-family Residential. Applicant name is Kidel Zamamiri.

The request is inconsistent with the Stokesdale Future Land Use Plan of Professional and Manufacturing Corridor, thus if approved, a future land use plan amendment to Residential is required.

For more information contact 336-643-4011.

Publish on Friday, July 1, 2022 and Friday, July 8, 2022

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT  
PRIMARY AND SECONDARY HIGHWAYS

-AND-

Town of Stokesdale

PO Box 465

Stokesdale, NC 27357

THIS AGREEMENT, made and entered into this the      day of July 20 22 by and between the Department of Transportation, party of the first part; and Town of Stokesdale PO Box 465 Stokesdale, NC 27357

party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR 2012 (Angel Pardue Road), located At the intersection of SR 2012 (Angel Pardue Road) & SR 2199 (Adano Road) with the construction and/or erection of: Watermain Line installed within the Right-of-Way of the Blacksmith Subdivision

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials

and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

DIVISION ENGINEER

ATTEST OR WITNESS:

\_\_\_\_\_  
Mike Crawford

\_\_\_\_\_  
Town of Stokesdale, Mayor

\_\_\_\_\_  
Second Party

#### INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

#### GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the State Utilities Manager in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY

-AND-

ENCROACHMENT AGREEMENT ON  
PRIMARY AND SECONDARY SYSTEM

Angel Farm Development, LLC

8518 Triad Drive Colfax, NC 27235

-AND-

Town of Stokesdale

PO Box 465 Stokesdale, NC 27357

THIS AGREEMENT, made and entered into this the        day of July, 20 22, by and between the Department of Transportation, party of the first part; and Angel Farm Development, LLC 8518 Triad Drive Colfax, NC 27235 party of the second part; and Town of Stokesdale party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR 2012 (Angel Pardue Road), located at the intersection of SR 2012 (Angel Pardue Road) & SR 2199 (Adano Road)

with the construction and/or erection of: Watermain Tap in the Existing R/W of SR 2012 (Angel Pardue Road) & SR 2199 (Adano Road)

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

DIVISION ENGINEER

WITNESS:

\_\_\_\_\_  
Brent Nesom, P.E.

\_\_\_\_\_  
FEI, Engineer

\_\_\_\_\_  
Craig Fleming

\_\_\_\_\_  
Angel Farm Development, LLC, Owner

\_\_\_\_\_  
Second Party

WITNESS:

\_\_\_\_\_  
Mike Crawford

\_\_\_\_\_  
Town of Stokesdale, Mayor

\_\_\_\_\_  
Third Party

**§ 143-318.10. All official meetings of public bodies open to the public.**

(a) Except as provided in G.S. 143-318.11, 143-318.14A, and 143-318.18, each official meeting of a public body shall be open to the public, and any person is entitled to attend such a meeting. Remote meetings conducted in accordance with G.S. 166A-19.24 shall comply with this subsection even if all members of the public body are participating remotely.

(b) As used in this Article, "public body" means any elected or appointed authority, board, commission, committee, council, or other body of the State, or of one or more counties, cities, school administrative units, constituent institutions of The University of North Carolina, or other political subdivisions or public corporations in the State that (i) is composed of two or more members and (ii) exercises or is authorized to exercise a legislative, policy-making, quasi-judicial, administrative, or advisory function. In addition, "public body" means the governing board of a "public hospital" as defined in G.S. 159-39 and the governing board of any nonprofit corporation to which a hospital facility has been sold or conveyed pursuant to G.S. 131E-8, any subsidiary of such nonprofit corporation, and any nonprofit corporation owning the corporation to which the hospital facility has been sold or conveyed.

(c) "Public body" does not include (i) a meeting solely among the professional staff of a public body, or (ii) the medical staff of a public hospital or the medical staff of a hospital that has been sold or conveyed pursuant to G.S. 131E-8.

(d) "Official meeting" means a meeting, assembly, or gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of the members of a public body for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting the public business within the jurisdiction, real or apparent, of the public body. However, a social meeting or other informal assembly or gathering together of the members of a public body does not constitute an official meeting unless called or held to evade the spirit and purposes of this Article.

(e) Every public body shall keep full and accurate minutes of all official meetings, including any closed sessions held pursuant to G.S. 143-318.11. Such minutes may be in written form or, at the option of the public body, may be in the form of sound or video and sound recordings. When a public body meets in closed session, it shall keep a general account of the closed session so that a person not in attendance would have a reasonable understanding of what transpired. Such accounts may be a written narrative, or video or audio recordings. Such minutes and accounts shall be public records within the meaning of the Public Records Law, G.S. 132-1 et seq.; provided, however, that minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session. (1979, c. 655, s. 1; 1985 (Reg. Sess., 1986), c. 932, s. 4; 1991, c. 694, ss. 1, 2; 1993 (Reg. Sess., 1994), c. 570, s. 1; 1995, c. 509, s. 135.2(p); 1997-290, s. 1; 1997-456, s. 27; 2011-326, s. 8; 2020-3, s. 4.31(b).)

Part 5.

Nonprofit Corporations Receiving Public Funds.

**§ 159-40. Special regulations pertaining to nonprofit corporations receiving public funds.**

- (a) If a city or county grants or appropriates one thousand dollars (\$1,000) or more in any fiscal year to a nonprofit corporation or organization, the city or county may require that the nonprofit corporation or organization have an audit performed for the fiscal year in which the funds are received and may require that the nonprofit corporation or organization file a copy of the audit report with the city or county.
- (b) Any nonprofit corporation or organization which receives one thousand dollars (\$1,000) or more in State funds shall, at the request of the State Auditor, submit to an audit by the office of the State Auditor for the fiscal year in which the funds were received.
- (c) Every nonprofit corporation or organization which has an audit performed pursuant to this section shall file a copy of the audit report with the office of the State Auditor.
- (d) This section does not apply to the following:
  - (1) Sheltered workshops.
  - (2) Adult development activity programs.
  - (3) Private residential facilities for individuals with an intellectual or developmental disability.
  - (4) Developmental day care centers.
  - (5) Any nonprofit corporation or organization whose sole use of public funds is to provide hospital services or operate as a volunteer fire department, rescue squad, or ambulance squad, or which operates as a junior college, college, or university duly accredited by the southern regional accrediting association.
- (e) Repealed by Session Laws 1979, c. 905. (1977, c. 687, s. 1; 1977, 2nd Sess., c. 1195, s. 1; 1979, c. 905; 2018-47, s. 12.)



**AGENDA**  
**TOWN OF STOKESDALE**  
**PLANNING BOARD MEETING**  
**8325 ANGEL PARDUE ROAD**  
**STOKESDALE, NC 27357**  
**JULY 28, 2022 AT 7:00PM**

**JULY 28, 2022**  
**PLANNING BOARD**  
**MEETING CANCELLED**