



# Chatham County, NC

## Meeting Agenda - Final

### Board of Commissioners

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Monday, August 19, 2019

6:00 PM

Historic Courthouse Courtroom

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#### Work Session - 3:00 PM - Historic Courthouse Courtroom

#### **PUBLIC INPUT SESSION**

*The Public Input Session is held to give citizens an opportunity to speak on any item. The session is no more than thirty minutes long to allow as many as possible to speak. Speakers are limited to no more than three minutes each and may not give their time to another speaker. Speakers are required to sign up in advance. Individuals who wish to speak but cannot because of time constraints will be carried to the next meeting and given priority. We apologize for the tight time restrictions. They are necessary to ensure that we complete our business. If you have insufficient time to finish your presentation, we welcome your comments in writing.*

#### **BOARD PRIORITIES**

[19-3195](#)

Receive request from the Chatham Arts Council for \$55,000 in funding for FY 2019-2020.

**Attachments:** [2019-0228 CAC Chatham County Grant Application FY20 Part 1 Artists-in-Sc](#)  
[2019-0228 CAC Chatham County Grant Application FY20 Part 2 Meet This A](#)  
[2019-0801 CAC AIS Board of Commissioners Powerpoint Presentation FINA](#)

[19-3203](#)

Receive presentation from Chatham County Extension Horticulture Agent Matt Jones

**Attachments:** [BOC Extension Hort Program Matt Jones Aug 2019](#)

[19-3157](#)

Vote on a request to adopt the revised Voluntary Agricultural District Ordinance

**Attachments:** [AAB.VAD Ordinance 6.11.2019](#)  
[VAD Presentation to Commissioners](#)

[19-3204](#)

Vote on a request to adopt Proposed Policy for Emergency Housing funds

**Attachments:** [ProposedEmergency HousingPolicy](#)

- [19-3178](#) Vote on a request to approve the Earl Thompson Park Master Plan and Southwest Park Master Plan

**Attachments:** [Earl Thompson Park master plan map and cost estimate](#)  
[Southwest Park Master Plan map and cost estimate](#)  
[Earl Thompson and Southwest Master plans powerpoint final](#)

## **CLOSED SESSION**

- [19-3196](#) Closed Session to discuss matters relating to economic development, property acquisition and attorney-client privilege.

## **ADJOURNMENT**

### **End of Work Session**

**Regular Session - 6:00 PM - Historic Courthouse Courtroom**

## **INVOCATION and PLEDGE OF ALLEGIANCE**

## **CALL TO ORDER**

## **APPROVAL OF AGENDA and CONSENT AGENDA**

*The Board of Commissioners uses a Consent Agenda to act on non-controversial routine items quickly. The Consent Agenda is acted upon by one motion and vote of the Board. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Board member or citizen. The Consent Agenda contains the following items:*

- [19-3181](#) Vote on a request to approve the July 15, 2019 Work and Regular Session Minutes.

**Attachments:** [Draft Minutes 07.15.2019](#)

- [19-3168](#) Vote on a request to approve the FY 2020-2021 budget calendar

**Attachments:** [FY 21 BudgetCalendar](#)

- [19-3179](#) Vote on a request to adopt a Resolution appointing Angela McMahon and Jack Jin, and reappointing Amy Moore, Amy Gilbert, and Teresa Clark as plat Review Officers.

**Attachments:** [Appointing Review Officers 8-19-19](#)

- [19-3199](#) Vote on a request to appoint Wendi Pillars to the Climate Change Advisory Committee.



- [19-3191](#) Vote on a request to approve appointments to the Juvenile Crime Prevention Council (JCPC).
- [19-3183](#) Vote on a Request to approve the DayMark Lease and authorize the County Manager to sign the lease  
**Attachments:** [Daymark Lease with Routing Form](#)
- [19-3188](#) Vote on a request to approve Water Withdrawal Agreement with Colvard Farms Development Company, LLC.  
**Attachments:** [Colvard Farms Water Agreement - 080119](#)
- [19-3218](#) Vote on a request to approve water withdrawal agreement with Old Chatham Golf Club and authorize the County Manager to execute the agreement.  
  
**Attachments:** [Third Water Withdrawal Agreement 20190814](#)
- [19-3189](#) Vote on a request to approve the Southern Health Partners agreement and authorize the County Manager to execute the agreement.  
**Attachments:** [13th Amendment Southern Health Partnership July 1 2019-June 30 2020](#)  
[FY20 Price Increase](#)
- [19-3206](#) Vote on a request to adopt the Chatham County Transportation Plan for Involuntary Commitment 2019  
**Attachments:** [Invol Commitment Plan](#)
- [19-3175](#) Vote on a request to approve Grants to the Recreation Agencies recommendations.
- [19-3205](#) Vote on a request to approve the County contributing \$1,000 and 8 oz. of Chatham County soil to the North Carolina National Guard Museum Foundation for the purpose of the placement of a monument to our forgotten soldiers of WWI on State Capitol grounds and placement of a new monument in France and funds will come from contingency.
- [19-3192](#) Vote on a request to approve the naming of two private roads in Chatham County  
**Attachments:** [DEEP ROOTS ROAD PETITION](#)  
[DEEP ROOTS RD MAP](#)  
[HARRIS FAMILY TRAIL PETITION](#)  
[HARRIS FAMILY TRAIL MAP](#)

[19-3193](#) Vote on a request to approve Tax Releases and Refunds

**Attachments:** [July 2019 Release and Refund Report](#)  
[July 2019 NCVTS Pending Refund Report](#)

### **End of Consent Agenda**

## **SPECIAL PRESENTATIONS**

[19-3198](#) Introduction to and picture with Chatham County's NC Association of County Commissioners Conference YouthVoice Delegate.

[19-3217](#) Introduction of new Public Information Officer

[19-3197](#) Vote on a request to adopt a Resolution Honoring the Silver Award Project of Four Scouts From Chatham Girl Scout Troup #1006 - "Skip the Straw".

**Attachments:** [Skip the Straw Resolution](#)

[19-3182](#) Special Presentation on Fair Housing by Jack Holtzman, Co-Director of the Fair Housing Project, Legal Aid of NC

**Attachments:** [AFFH Reqmts for Local Govt 8 8 19](#)

## **PUBLIC INPUT SESSION**

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## **PUBLIC HEARINGS**

[19-3176](#) A Legislative Public Hearing to consider County-initiated rezonings of 14 selected businesses in the formerly unzoned portion of Chatham County.

**Attachments:** [More information from the Planning Department website](#)

[19-3177](#) A Quasi-Judicial public hearing request by Andrea Snyder for a conditional use permit revision to add multiple uses permitted in B-1, located on Parcel No. 82736, 587 Old Farrington Rd., Williams Township.

**Attachments:** [More information from the Planning Department website](#)

## **BOARD PRIORITIES**

- [19-3184](#) Vote on a request by Nicolas Robinson, on behalf of Old North State Water Company, for a Compact Communities Ordinance (CCO) waiver to allow a 30' utility easement within the 300' perimeter buffer between Briar Chapel SD-East commercial area and Fearington Village.

**Attachments:** [More Information from Planning Department Website](#)

- [19-3107](#) Vote on a request to approve a legislative request to consider amendments to the Zoning Ordinance to require a conditional use permit for assembly occupancies in residential zoning districts and consider waiving conditional use permit application fees for those uses as recommended by the Planning Board.

**Attachments:** [Places of Assembly- Attachment -Redlined ZO Sections Assembly Occupanc](#)  
[More information from the Planning Department website](#)  
[More information from the Planning Department website](#)

- 19-3180** Update on Confederate Monument Discussions

## **MANAGER' S REPORTS**

## **COMMISSIONERS' REPORTS**

## **ADJOURNMENT**



# Chatham County, NC

## Text File

File Number: 19-3195

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Receive request from the Chatham Arts Council for \$55,000 in funding for FY 2019-2020.



**Chatham County Arts Funding Application**  
2019-2020

**Contact Information**

Organization name	Chatham Arts Council
Organization mission	We nurture creative thinkers in Chatham County.
Primary contact	Cheryl Chamblee
Mailing address	PO Box 418, Pittsboro, NC 27312
Phone	919-542-0394
Email	<a href="mailto:cheryl@chathamartscouncil.org">cheryl@chathamartscouncil.org</a>

**Proposal**

Describe the program for which funds will be used.

**Program Title: Chatham Artists-in-Schools Initiative**

**The Challenge:** Despite top-notch educators and a demonstrated commitment to the arts, budget realities are such that our public schools in Chatham County cannot consistently offer comprehensive arts opportunities—especially in the elementary and middle schools. This is an education challenge, an economic challenge, an equity challenge.

An Education Challenge: Children involved in the arts are 4 times as likely to be recognized for academic achievement. In fact, children who take four years of arts and music classes average almost 100 points higher on their SAT scores than students who take only one-half year or less.

An Economic Challenge: 72 percent of business leaders say that creativity is the number one skill they are seeking when hiring. And nine-in-ten American adults believe that it is important for children to receive an education in the arts including dance, media arts, music, theater, and visual arts as part of the curriculum in elementary school, middle school, and high school. With the impending growth in Chatham County, we want public schools in Chatham to be great—both for businesses considering basing here and for potential employees considering moving their families here.

An Equity Challenge: Nationally, African American and Hispanic students have less than half of the access to arts education than their White peers. Right here in Chatham County, the wide socioeconomic disparity means children in some areas of the county have less affluent PTAs, little to no disposable family income, and no transportation—which means significantly less access to arts both inside and outside school. That’s a shame, since children with high arts participation and low socioeconomic status have a dropout rate five times lower than their low socioeconomic status peers. Not only that, but low-income students who are highly engaged in the arts are twice as likely to graduate college as their peers with no arts education.



**Our Solution:** In 2015-16, we piloted the Chatham Artists-in-Schools Initiative, which brings professional artists into schools to support math, science, language, and history curricula. Until that time, we were the only county in our region without an artist residency program. The first four years of the Initiative have been enormously impactful, and this year—for the first year ever—we are in all 10 traditional public elementary schools. We're on track to scale to cover the whole county—every public elementary, middle, K-8, and high school—by 2025.

Here's what's unique about our program, when compared to similar programs in neighboring counties:

1. **We don't require teachers or schools to find funding.** We don't want to take away from teachers doing what they do best: teaching. And we want children in a tiny rural school in the far west corner of the county to have artists, even if they don't have a big PTA to fund them.
2. **Once we're in a school, we stay there.** Research shows consistency is hugely important. You've got to provide successive cohorts of children arts opportunities to see the results.
3. **We engage artists that are experts at the art—and at the teaching.** That dual commitment to excellence has been instrumental to forming trust among CAC, principals, and teachers.
4. **We seek to enhance the curriculum students are already learning—not add another to-do to teachers' lists.** This work provides a new pathway to learning objectives without pulling instructional time.
5. **We are starting with elementary schools, and growing from there.** Elementary schools have the fewest arts opportunities for children, and this is where we can make an early difference that tracks through the children's academic lives.

**In the 2019-20 year, we plan to expand to bring professional artists for performance and workshop to every public elementary school in the county—traditional and charter—reaching 403 educators and 3,506 children.** There is serious excitement about this. Please see the attached letters of intent from leadership at all 13 of those schools—and from the Chatham County Schools administration.

The \$30,000 the Chatham County Commissioners have committed each year since 2015-16 have been critical to the initiation and growth of this program. With your help, we haven't just created an Artists-in-Schools program for Chatham County. We've created exemplary learning experiences for Chatham kids with amazing partners—an Artists-in-Schools program that the North Carolina Arts Council is holding up as a model for collaboration, excellence, and impact.

With your \$35,000 total arts investment, we were able to leverage additional state funds for the arts last year of \$40,152. And we've grown private support alongside that public support such that we anticipate closing this fiscal year with more than \$35,000 in private support for Artists-in-Schools alone.

Every year for four years, we've delivered excellent results in fabulous partnership with administrators, principals, and teachers. And now we're past maxed out. We can leverage more funding and more rewards for Chatham kids with a greater investment from Chatham County. Just like we needed your strong early investment to create this program, we need your springboard at the mid-point to ensure that we're in every school, every year, for all those kids.



**The Chatham Arts Council respectfully asks Chatham County to increase our Artists-in-Schools funding to \$50,000 in 2019-20.** Below, you'll see a plan for the thirteen residency experiences the Chatham Arts Council can, with your support, make possible for Chatham County public school students in the fifth year of the Chatham Artists-in-Schools Initiative—as we're on our way to every school, every year.

We would welcome the chance to present to the County Commissioners about the success of your investment so far—and about this request and why it's critical to the future of the Artists-in-Schools Initiative.

#### **Chatham Artists-in-Schools Initiative Plan for School Year 2019-20**

##### **Residencies 1 and 2: Mike Wiley at Bennett School (BEN) and Perry Harrison Elementary (PHE)**

The Chatham Arts Council can bring nationally recognized theatre artist and Chatham resident Mike Wiley to BEN and PHE, and they are ready. Of the 7 schools Mr. Wiley has visited thus far, all 7 have raved about the experience.

These residencies will reach approximately 541 students and 74 teachers through a teacher workshop, two live performances, and student workshops supporting literacy curricula. Mr. Wiley will perform “Jackie Robinson: A Game Apart” at both schools. The performance teaches a powerful, curriculum-based lesson of courage through the stories of African-American athletes who pushed the color barrier to its breaking point in the Civil Rights Era.

##### **Residencies 3 and 4: EbzB Productions at Siler City Elementary (SCE) and Silk Hope Elementary (SHE)**

In partnership with Chatham County Schools and the AIR program of the NC Arts Council, the Chatham Arts Council can bring Chatham residents and nationally recognized theatre artists Serena Ebhardt and David zum Brunnen of EbzB Productions to SCE and SHE. The artists will collaborate with fifth-grade teachers at SCE and fifth- and sixth-grade teachers at SHE to choose a curriculum-relevant topic for student exploration.

These residencies will reach approximately 533 students and 47 teachers through a professional performance and the creation and performance of an original student work. EbzB Productions' professional performance will teach a US historical event as told through theatre and oral history documents. Students will then interview community members and create and perform their own oral history-based theatre piece.

##### **Residencies 5 and 6: Black Box Dance Theatre at Moncure School (MON) and Virginia Cross Elementary (VCE)**

In partnership with Chatham County Schools and the cARTwheels program of the NC Arts Council, the Chatham Arts Council can bring statewide favorite Black Box Dance Theatre with their Applied Dance/Innovative Math residency to MON and VCE. MON is engaged in a multi-year math focus led by principal Justin Sudol, and VCE is creating a framework for all VCE children to get the math help they need, so these schools are perfect matches for this residency.

These residencies will reach approximately 830 students and 105 teachers through professional performance, teacher workshops, and student workshops.



**Residencies 7 and 8: Diali Cissokho at North Chatham Elementary (NCE) and Pittsboro Elementary (PBO)**

The Chatham Arts Council can bring Chatham County resident and international performer Diali Cissokho to NCE and PBO. Through a full week of workshops at each school—with fifth-graders at NCE and with third-graders at PBO—students will create and perform a new drumming piece with Diali.

These residencies will reach approximately 670 students and 65 teachers through a professional performance and approximately 212 students in student workshops. Students will learn rhythm and pattern—connecting to math curriculum—as well as making connections to cultural studies and team-building.

**Residency 9: John Brown's Little Big Band at Bonlee K-8 School (BON)**

The Chatham Arts Council can bring John Brown of Duke University and his Little Big Band to Bonlee School. Connecting beautifully with Bonlee music teacher David Clark's strong program at Bonlee, John Brown's group will share a full-school performance as well as classroom workshops, with an emphasis on contributions of legendary NC jazz musicians.

These residencies will reach approximately 253 students and 15 teachers through a professional performance and approximately 75 students through classroom workshops. Social Studies and music curriculum ties will be made.

**Residency 10: Carlota Santana Vivo Flamenco at JS Waters (JSW)**

The Chatham Arts Council can bring Carlota Santana Vivo Flamenco to JS Waters School. The dancers will share a lecture/demonstration with fourth- through eighth-graders, and they'll lead classroom workshops with four classes.

The residencies will reach approximately 155 students and 12 teachers through a professional performance and approximately 85 students through classroom workshops. Social studies and music curriculum ties will be made.

**Residencies 11, 12, and 13: Artists at Chatham Charter, Woods Charter, and Willow Oak Montessori**

The Chatham Arts Council plans to expand the Chatham Artists-in-Schools Initiative to public charter elementary programs in 2019-20 so that every public elementary school in Chatham County features an artist residency.

While specific artists are to be determined, we expect these residencies to reach approximately 522 students and 75 teachers through professional performance and approximately 180 students through classroom workshops.





How does this program advance your organization's goals?

The Artists-in-Schools Initiative advances the following three goals of the Chatham Arts Council:

Goal One: To educate Chatham County kids through the arts

We want to educate kids through the arts, and partnering with Chatham County schools on our Artists-in-Schools Initiative is the best way to do that. It gives us geographic, socioeconomic, and ethnic reach that we could not achieve in any other way. It gives the schools access to professional artists and educational enrichment that they could not otherwise afford. And the whole program links classroom standards and learning objectives with creative work in a way that makes sense for teachers, kids, and administrators. With the Artists-in-Schools Initiative for Chatham County, we are indeed educating kids through the arts.

Goal Two: To invest in artists

The Chatham Artists-in-Schools Initiative recognizes two of our county's most valuable creative resources—children and artists—and puts them together for mutual benefit. While the students are enjoying creative and educational benefits of the Initiative, local professional teaching artists will be paid for their work in the classroom. Teaching is a key source of income for many local artists, and quite a few of our Chatham and Triangle-area artists are teaching in neighboring counties and other states. The Chatham Artists-in-Schools Initiative offers professional teaching artists in our community a way to earn income for their expertise right here in Chatham County. We are investing in our local artists instead of merely exporting their skills around the region!

Goal Three: To honor the Core Commitments of the Chatham Arts Council

The Chatham Arts Council Board made a formal commitment to being exemplary, impactful, sustainable, inclusive, innovative, unique, intentional, and reliable. As we weigh our every decision against these commitments, the Artists-in-Schools Initiative specifically supports impact, inclusivity, innovation, uniqueness, and intentionality.

- **Impact:** With both depth and breadth, this program opens new pathways to learning for children who would not otherwise be able to experience them.
- **Inclusivity:** By partnering with Chatham schools, we're able to reach populations that have heretofore been challenging to reach.
- **Innovation:** In creating a model that allows educators to access teaching artists without having to add "find funding to pay for artist" to their already heavy load, we are certainly innovating.
- **Uniqueness:** No other organization in the county is doing this in a comprehensive way.
- **Intentionality:** This initiative fully syncs with both focus areas and our mission.

## Reach and Impact

Whom will this program serve?

The Chatham Artists-in-Schools Initiative will serve educators, artists, and students.

1. **Students:** 3,506 students at all 13 public elementary schools in Chatham County
2. **Educators:** 403 teachers at all 13 public elementary schools in Chatham County
3. **Professional Teaching Artists:** At least 5 nationally touring teaching artists who are Chatham County residents, at least 14 additional teaching artists who are Triangle-area residents, and at



least 4 additional teaching artists who are North Carolina residents

Tell us how you will measure the program's success.

We'll measure success of Year 5 of the Chatham Artists-in-Schools Initiative in the following quantifiable ways:

Objectives toward Goal One: To educate kids through the arts

- (1) Completion of at least 13 residencies toward a benchmark of 23 residencies
- (2) A rating of "7" or higher (out of 10) on 100% of e-survey assessments by participating educators, principals, and students, toward a benchmark of "8" or higher on 100% of these assessments

Objectives toward Goal Two: To invest in artists

- (1) A rating of "7" or higher in post-mortem assessment discussion with 100% of teaching artists, toward a benchmark of "8" or higher on 100% of these assessments

Objectives toward Goal Three: To Honor the Core Commitments of the Chatham Arts Council

- (1) 100% of school/artist partners desire to engage in future residency, toward benchmark of 100%

**Budget**

The maximum amount available is \$35,000. Attach a budget that shows how funds will be used, as well as other funding sources for the project.

**Chatham Arts Council**  
**Project Budget: Artists-in-Schools**  
**FY20**

.	..	...	Total	Chatham County
<b>INCOME</b>				
<b>Contributed Income</b>				
	Individual Giving		12,000	-
	Corporate Giving		1,000	-
	Small Business Giving		16,000	-
	Foundation Giving		1,500	-
	Donor-Advised Fund Gi		15,119	-
	Government Giving		69,500	50,000
	<b>Subtotal</b>		<b>115,119</b>	<b>50,000</b>
<b>Fee Income</b>				
	Ticket Fees		-	-
	Class Fees		-	-
	<b>Subtotal</b>		<b>-</b>	<b>-</b>
<b>Miscellaneous Income</b>				
			-	-
<b>TOTAL INCOME</b>				<b>50,000</b>
<b>EXPENSE</b>				
<b>Programmatic Personnel</b>				
	<b>Subtotal</b>		<b>30,465</b>	<b>13,100</b>
<b>Consultant/Contract</b>				
	Accounting		-	-
	Web		1,500	645
	Sound		-	-
	Instructor		-	-
	Artist		58,000	25,439
	Other		-	-
	Sub-grants		-	-
	<b>Subtotal</b>		<b>59,500</b>	<b>26,084</b>
<b>Travel/Entertainment</b>				
	Local		1,000	430
	Out of Town		-	-
	<b>Subtotal</b>		<b>1,000</b>	<b>430</b>
<b>Space</b>				
	Rent		-	-
	Utilities		-	-
	<b>Subtotal</b>		<b>-</b>	<b>-</b>
<b>Equipment</b>				

**Chatham Arts Council**  
**Project Budget: Artists-in-Schools**  
**FY20**

.	..	...	Total	Chatham County
		Repairs/Maintenance	-	-
		Technology Upgrades	-	-
		<b>Subtotal</b>	-	-
		<b>Consumables</b>		
		Office Supplies	-	-
		Fundraising Supplies	-	-
		Program Supplies	1,700	731
		<b>Subtotal</b>	<b>1,700</b>	<b>731</b>
		<b>Advertising/Marketing</b>		
		Radio Spots	7,280	3,130
		Print Ads	3,750	1,613
		Online Ads	-	-
		Billboard/Banner	-	-
		Other	-	-
		<b>Subtotal</b>	<b>11,030</b>	<b>4,743</b>
		<b>Other</b>		
		Postage/Delivery	50	22
		Staff Development	-	-
		Banking Fees	-	-
		Board Functions	-	-
		Insurance	-	-
		Dues/Subscriptions	-	-
		License/Permit Fees	-	-
		Volunteers	50	22
		<b>Subtotal</b>	<b>100</b>	<b>43</b>
		<b>Indirect Costs*</b>	<b>11,324</b>	<b>4,869</b>
			-	
		<b>TOTAL EXPENSE</b>	<b>115,119</b>	<b>50,000</b>
		<b>PROFIT/LOSS</b>	<b>0</b>	<b>0</b>

\* Includes 71% of General Program Expenses (allocated portion of rent, utilities, insurance, board functions, staff development, etc.) based on percentage of total programming costs.



February 27, 2019

Dear Selection Committee,

Chatham County Schools is a committed partner in the team seeking grant funding to expose students from Chatham elementary schools to high quality performance art that will enhance their academic and personal development and, perhaps, spark an interest in theatre or movement. Our elementary students have thriving choral and visual arts programs but there is no staff or scheduling for other art forms.

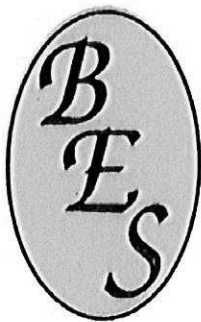
Through the Chatham Artists-in-Schools Initiative, our partnership project with the Chatham Arts Council, professional artists have created new pathways to learning for thousands of students. Now, in the Initiative's fifth year, we have reached a milestone: professional artist residencies in all 10 of the elementary schools in the Chatham County Schools system.

Professional development is a particular focus for our district strategic plan. The ongoing partnership between the North Carolina Arts Council, the Chatham Arts Council, and the Chatham County School system, provides our educators with access to rich resources and the type of quality professional development that is not readily available to arts educators or their colleagues.

Our principals, teachers, and students are fully engaged with Artists-in-Schools, and we are committed to growing this work in a consistent, research-backed way with the Chatham Arts Council. Please help us ensure that we do not miss a cohort in 2019-20.

We very much appreciate consideration for this grant opportunity as a key component in our Artists-in-Schools partnership with the Chatham Arts Council.

*Sharon Allen*  
*Lead Arts Teacher*



# *Bennett Elementary School*

Box 107 / 61 Randolph Street  
Bennett, NC 27208-0107

**Office- 336-581-3586**

**Fax- 336-581-4054**

## LETTER OF INTENT

27 February 2019

Dear Members of the Grants Panel,

Bennett K-8 School is pleased to confirm our intent to participate in a Mike Wiley Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

Our school is in a rural area, and 41% of the student body receives free or reduced lunch. 2% of our students are Black/African-American children. 11% of our students are LatinX/Hispanic. Our students are hungry for arts exposure, and geographically they are challenged in getting it.

Bennett School will be pleased to participate in all components of this program. This residency will reach an estimated 23 educators through the teacher workshop, 98 fifth- through eighth-graders in student workshops, and an estimated 131 through professional performance.

Thank you for considering Chatham County and Bennett School for a Chatham Artists-in-Schools residency this year.

With appreciation for your time and consideration,

Carla Neal  
Principal

## *Bonlee School*



P.O. Box 168 - Bonlee, NC 27213  
919-837-5316 (phone)  
919-837-5583 (fax)  
Kim Taylor – Principal

### LETTER OF INTENT

27 February 2019

Dear Members of the Grants Panel,


Bonlee K-8 School is pleased to confirm our intent to participate in a John Brown Little Big Band Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

Our school is in a rural area, and sixty percent of the student body receives free- or reduced-lunch. Ten percent of our students are Black/African-American children. Eighteen percent of our students are Latino/Hispanic.

Bonlee School will be pleased to participate in all components of this program. This residency will reach an estimated seventy-five fifth- and sixth-graders in student workshops and an estimated two hundred fifty-three students through professional performance.

Thank you for considering Chatham County and Bonlee School for a Chatham Artists-in-Schools residency this year.

With appreciation for your time and consideration,

  
Kimberly Taylor  
Principal



# J. S. Waters School

55 J. S. Waters School Road

Goldston, NC 27252

Phone: 919-898-2259 Fax: 919-898-4160

27 February 2019

Dear Members of the Grants Panel,

JS Waters School is pleased to confirm our intent to participate in a Carlota Santana Vivo Flamenco Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

We are a rural school, and 45% of the student body receives free or reduced lunch. 12% of our students are Black/African-American children. 14.4% of our students are LatinX/Hispanic, and a majority of them speak English as a second language including 4 newcomers to the United States.

JS Waters will be pleased to participate in all components of this program. This residency will reach an estimated 85 fourth- and sixth-graders in student workshops, and an estimated 155 through professional performance.

Thank you for considering JS Waters School for the Chatham Artists-in-Schools Initiative this year.

With appreciation for your time and consideration,

Chris Bowling  
Principal



# MONCURE SCHOOL

*Home of the Panthers*

600 Moncure School Rd.  
Moncure, NC 27559  
Phone: 919.542.3725  
Fax: 919.542.2035



Justin Sudol  
Principal

27 February 2019

Dear Members of the Grants Panel,

Moncure School is pleased to confirm our intent to participate in a Black Box Dance Theatre Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

We are a rural school, and 45% of the student body receives free or reduced lunch. 16% of our students are Black/African-American children. 20% of our students are LatinX/Hispanic.

We have undertaken a major focus in math proficiency, and our teaching staff enjoys having new pathways for curriculum connection, so the Applied Dance/Inspired Mathematics residency would align well with our work.

Moncure School will be pleased to participate in all components of this program. This residency will reach an estimated 25 educators through the teacher workshop, 65 fifth- and sixth-graders in student workshops, and an estimated 280 through professional performance.

Thank you for considering Moncure School for the Chatham Artists-in-Schools Initiative this year.

With appreciation for your time and consideration,

A handwritten signature in black ink, appearing to read 'Justin Sudol', is written over the printed name.

Justin Sudol  
Principal



## NORTH CHATHAM ELEMENTARY

3380 Lystra Road  
Chapel Hill, NC 27517  
Phone: 919-967-3094 FAX: 919-968-6216

**Carla Murray**  
PRINCIPAL  
cmmurray@chatham.k12.nc.us

**Eddie Trygar**  
ASSISTANT PRINCIPAL  
etrygar@chatham.k12.nc.us

February 27, 2019

Dear Members of the Grants Panel,


North Chatham Elementary School is pleased to confirm our intent to participate in a Diali Cissokho Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

Our students are open channels for learning through the arts, as their responses to four years of CAC arts residencies have shown. Thirty-eight percent of the student body receives free- or reduced-lunch. Five percent of our students are Black/African-American children. Thirty-two percent of our students are Latino/Hispanic.

North Chatham Elementary will be pleased to participate in all components of this program. This residency will reach an estimated one hundred fifth-graders in student workshops and an estimated three hundred seventy students through a professional performance.

Thank you for considering Chatham County and North Chatham Elementary for a Chatham Artists-in-Schools residency this year.

With appreciation for your time and consideration,

  
Carla Murray  
Principal

## LETTER OF INTENT

27 February 2019

Dear Members of the Grants Panel,

Perry Harrison Elementary School is pleased to confirm our intent to participate in a Mike Wiley Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

We are a rural/urban school, and 20% of the student body receives free or reduced lunch. 7% of our students are Black/African-American children. 11% of our students are Latino/Hispanic. Our students are eager for exposure to the arts, and our teaching staff enjoys having new pathways for curriculum connection.

Perry Harrison will be pleased to participate in all components of this program. This residency will reach an estimated 51 educators through the teacher workshop, 291 fourth- and fifth-graders in student workshops, and an estimated 410 through professional performance.

Thank you for considering Perry Harrison Elementary School for the Chatham Artists-in-Schools Initiative this year.

With appreciation for your time and consideration,

Amy Doty  
Principal



**PITTSBORO ELEMENTARY SCHOOL**  
375 PITTSBORO ELEMENTARY SCHOOL ROAD  
PITTSBORO, NORTH CAROLINA 27312



**Kendra Fisher**

Principal

kfisher@chatham.k12.nc.us

**Sarah Petty**

Assistant Principal

spetty@chatham.k12.nc.us

## LETTER OF INTENT

27 February 2019

Dear Members of the Grants Panel,

Pittsboro Elementary School is pleased to confirm our intent to participate in a Diali Cissokho Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

Our students are open channels for learning through the arts, as their responses to three years of CAC arts residencies have shown. Thirty-six percent of the student body receives free- or reduced-lunch. Eighteen percent of our students are Black/African-American children. Sixteen percent of our students are LatinX/Hispanic.

Pittsboro Elementary will be pleased to participate in all components of this program. This residency will reach an estimated 112 third-graders in student workshops and an estimated 300 through professional performance.

Thank you for considering Chatham County and Pittsboro Elementary for a Chatham Artists-in-Schools residency this year.

With appreciation for your time and consideration,

Kendra Fisher

Principal

## **Silk Hope School**

7945 Silk Hope Gum Springs Rd. Siler City, NC 27344  
Tel (919) 742-3911 Fax (919) 742-5032  
www.shs.chatham.k12.nc.us

**Angie Brady-Andrew**  
*PRINCIPAL*

abrady@chatham.k12.nc.us

**Joash Chung**  
*ASSISTANT PRINCIPAL*  
jchung@chatham.k12.nc.us

27 February 2019

Dear Members of the Grants Panel,

Silk Hope K-8 School is pleased to confirm our intent to participate in an EbzB Productions Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

Our school is in a rural area, and 39% of the student body receives free or reduced lunch. 3% of our students are Black/African-American children. 13% of our students are LatinX/Hispanic. 9% of our students are Multiracial. Our students are hungry for arts exposure, and geographically they are challenged in getting it.

Silk Hope K-8 School will be pleased to participate in all components of this program. This residency will reach an estimated 80 fifth- and sixth-graders in intensive workshops, and an estimated 233 through professional performance.

Thank you for considering Chatham County and Silk Hope School for a Chatham Artists-in-Schools residency this year.

With appreciation for your time and consideration,



Angie Brady-Andrew  
Principal



## **Siler City Elementary School**

671 ELLINGTON ROAD SILER CITY, NC 27344-1213

Tel (919) 663-2032 Fax (919) 742-5591

<http://www.chatham.k12.nc.us/Domain/22>

**Dr. Larry Savage**

*PRINCIPAL*

lsavage@chatham.k12.nc.us

**Tania Poston**

*ASSISTANT PRINCIPAL*

tgposton@chatham.k12.nc.us

### **LETTER OF INTEREST**

27 February 2019

Dear Members of the Grants Panel,

Siler City Elementary is pleased to confirm our interest in an EbzB Productions Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

Our school is in a rural area, and 85% of the student body receives free or reduced lunch. 20% of our students are Black/African-American children. 78% of our students are LatinX/Hispanic, and many of them speak English as their second language. Our students have responded beautifully to past arts residencies—finding new pathways to learning core curriculum through the arts.

At Siler City Elementary, this residency could reach an estimated 75 students in intensive workshops, and an estimated 300 students through professional performance.

Thank you for considering Chatham County and Siler City Elementary for a Chatham Artists-in-Schools residency this year.

With appreciation for your time and consideration,

**Dr. Larry Savage**

Principal

*We enter to learn, we leave to achieve.  
Entramos para aprender, salimos para triunfar.*



**Virginia Cross Elementary School**

234 CROSS SCHOOL ROAD SILER CITY, NC 27344-1213  
Tel (919) 742-4279 Fax (919) 742-5266  
<http://www.chatham.k12.nc.us/vce/>

**Sarah Chicchi**  
*Principal*  
[schicchi@chatham.k12.nc.us](mailto:schicchi@chatham.k12.nc.us)

**Nikki Murchison**  
*Assistant Principal*  
[nicole@chatham.k12.nc.us](mailto:nicole@chatham.k12.nc.us)

27 February 2019

Dear Members of the Grants Panel,

Virginia Cross Elementary is pleased to confirm our intent to participate in a Black Box Dance Theatre Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

We are a rural school, and 91% of the student body receives free or reduced lunch. 15% of our students are Black/African-American children. 71% of our students are LatinX/Hispanic, and a majority of them speak English as a second language.

We are currently creating a framework for math proficiency, and our teaching staff enjoys having new pathways for curriculum connection, so the Applied Dance/Inspired Mathematics residency would align well with our work.

Virginia Cross will be pleased to participate in all components of this program. This residency will reach an estimated 80 educators through the teacher workshop, 200 fourth- and fifth-graders in student workshops, and an estimated 550 through professional performance.

Thank you for considering Virginia Cross Elementary for the Chatham Artists-in-Schools Initiative this year.

With appreciation for your time and consideration,

  
Sarah Chicchi  
Principal

## LETTER OF INTENT

27 February 2019

Dear Members of the Grants Panel,

Chatham Charter School is pleased to confirm our intent to participate in an Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

Our school is in a rural area, and while they are hungry for performing arts exposure, it can be geographically challenging. 10% of our students are Black/African-American children. 6% of our students are Latino/Hispanic.

Chatham Charter will be pleased to participate in all components of this program. This residency will reach an estimated 40 fifth-graders in student workshops and an estimated 252 through professional performance.

Thank you for considering Chatham County and Chatham Charter for a Chatham Artists-in-Schools residency this year.

With appreciation for your time and consideration,

John Eldridge  
Head of School



# Willow Oak Montessori

A PUBLIC CHARTER SCHOOL

## LETTER OF INTEREST

27 February 2019

Dear Members of the Grants Panel,

Willow Oak Montessori is pleased to confirm our interest in participating in an Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

Our school serves 215 students from first through eighth grade. 2.3% of our students are Black/African-American children, 6.5% of our students are LatinX/Hispanic, and 7.5% of our students are of Two or More Races.

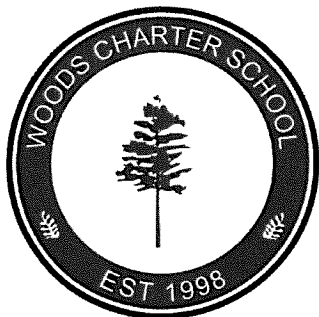
Willow Oak will be pleased to participate in all components of this program. This residency will reach an estimated 25 educators, 60 fifth- and sixth-graders in student workshops, and an estimated 120 third- through sixth-graders through professional performance.

Thank you for considering Chatham County and Willow Oak Montessori for a Chatham Artists-in-Schools residency this year.

With appreciation for your time and consideration,



Pete Rubinas  
Head of School



Woods Charter School  
A Public School of Choice

160 Woodland Grove Lane  
Chapel Hill, NC 27516

Tel. (919) 960-8353  
Fax. (919) 960-0421  
[www.woodscharter.org](http://www.woodscharter.org)

## LETTER OF INTENT

26 February 2019

Dear Members of the Grants Panel,

Woods Charter School is pleased to confirm our intent to participate in an Arts Residency in the 2019-20 academic year through the Chatham Artists-in-Schools Initiative.

Our school serves 509 students from Kindergarten through twelfth grade. 5% of our students are Black/African-American children. 8% of our students are LatinX/Hispanic.

Woods Charter School will be pleased to participate in all components of this program. This residency will reach an estimated 48 educators, 80 fifth- and sixth-graders in student workshops, and an estimated 152 through professional performance.

Thank you for considering Chatham County and Woods Charter School for a Chatham Artists-in-Schools residency this year.

With appreciation for your time and consideration,

A handwritten signature in black ink, appearing to read 'Cotton Bryan'.

Cotton Bryan  
Principal



**Chatham County Arts Funding Application**  
2019-20

**Contact Information**

Organization name	Chatham Arts Council
Organization mission	We nurture creative thinkers in Chatham County.
Primary contact	Cheryl Chamblee
Mailing address	PO Box 418, Pittsboro, NC 27312
Phone	919-542-0394
Email	<a href="mailto:cheryl@chathamartscouncil.org">cheryl@chathamartscouncil.org</a>

**Proposal**

Describe the program for which funds will be used.

**Program Title: Meet This Artist and Go See This**

We seek \$5,000 in county funding to support our Meet This Artist and Go See This programs, programs that have already shown tangible economic benefit in Chatham County.

**The Challenge:** The Chatham Arts Council learned unequivocally through its outreach work in 2013 and 2014 that Chatham County residents didn't have a central place to find out about the many arts offerings in Chatham. As a result, Chatham County residents tend to spend their arts dollars—and their dinner-beforehand and drinks-afterward dollars—in Carrboro, Chapel Hill, Durham, and Raleigh, even on the weekends. As Chatham County is poised for extreme growth, we want to be sure those new residents see the value in staying in Chatham County to spend arts and entertainment dollars. The new restaurants will be here. The new bars will be here. We can show that the artists are here, too.

**Our Solution:** The Chatham Arts Council has put a stake in the ground as the central place for finding artists and arts events in Chatham County. To help with that, we feature two promotional series: Meet This Artist and Go See This. These programs are part of our focus area that seeks to directly impact economic development in Chatham County: Investing in Artists. Below are the details of these efforts:

**Meet This Artist**

Through our Meet This Artist series, we aim to interview and feature 12 Chatham County artists each year via our website, social media, and e-news.

Past artist features have included:

- Hannah Brown, painter/designer (Pittsboro)
- Emma Skurnick, visual artist/writer (Bynum)
- Sarah Graham, painter (Pittsboro)
- Megan Clark, vocalist (Siler City)
- Hamidou Sissoko, sculptor (Unincorporated)
- Gary Phillips, poet (Silk Hope)



- Andrew Wilson, multi-media visual artist (Pittsboro)
- Mike Wiley, theatre artist (Pittsboro)
- Gilda McDaniel, event designer (Pittsboro)
- Antonio Lynn, drummer (Siler City)
- Michele Tracy Berger, writer (Pittsboro)
- Snuffy Smith, bass fiddler (Silk Hope)
- Vidabeth Bensen, screen printer (Pittsboro)
- Shannon Bueker, painter (Pittsboro)
- Dorrie Casey, mixed media artist (Chapel Hill)
- Ruth Moose, short story and poetry writer (Farrington)
- Lara O'Keefe, potter (Moncure)
- Onicas Gaddis, painter (Pittsboro)
- Eddie White, sculptor (Silk Hope)
- Allison Tierney, mixed media (Pittsboro)
- Derrick Ivey, actor/director/designer (Pittsboro)
- Diali Cissokho, a Senegalese-born musician and songwriter (Pittsboro)
- Serena Ebhardt, the nationally recognized theatre artist (Apex)
- Joey Howell, a painter and musician (Siler City)
- Meredith Bridges, shoemaker, weaver, sculptor, teacher (Pittsboro)
- Linda Booker, documentary filmmaker (Farrington)
- Liz Bliss, aerial silks dance artist
- Julia Kennedy, painter (Pittsboro)
- JR Butler, sculptor (Siler City)
- Lizbeth Hickey, Latin folkloric dancer (Pittsboro)
- Clyde Jones, folk artist (Bynum)
- Jonathan Davis, glass blower (Pittsboro)
- Jody Cedzidlo, textile artist (Pittsboro)
- Elisabeth Lewis Corley, theatre artist and playwright (unincorporated)
- Breadfoot a.k.a. Stephan Myers, musician and visual artist (Bynum)

### **Go See This**

Through our Go See This series, we aim to feature 12 Chatham County arts events each year via our website, social media, and e-news.

Past Go See This features have included

- "NCAI ArtShop" (Siler City)
- "Pickin': A Music Celebration" (Pittsboro)
- "Fiesta!" (Siler City)
- "Hot & Blue Folk and Roots Revue" (Pittsboro)
- "Summer Fest 2018" (Pittsboro)
- "Music by Shiloh Hill" (Bynum)
- "David Sedaris Reads from 'Calypso'" (Farrington)
- "Pittsboro Youth Theater" (Pittsboro)



- The “Art of Rural” Reception
- “Saturdays in Siler City” (Siler City)
- “25<sup>th</sup> Anniversary Exhibition,” Chatham Artists’ Guild (Pittsboro)
- “Sunday Afternoon Poetry,” Joyful Jewel (Pittsboro)
- “Old-Time, Celtic, and World Music,” St. Bartholomew’s Episcopal Church (Pittsboro)
- “Bynum Front Porch Music Series,” Bynum Front Porch (Bynum)
- “Spring Concert,” Sisters’ Voices (Pittsboro)
- “Day of the Books/El Dia de los Libros,” Chatham Partnership for Children (Siler City)
- “Once Upon a Mattress,” Northwood High School (Pittsboro)
- “The Courthouse,” Pittsboro Center for the Arts (Pittsboro)
- “STRAWS” Documentary Film, By the Brook Productions (Farrington)
- “The Bluegrass Experience 45<sup>th</sup> Anniversary Concert” (Farrington)
- “ClydeFEST,” Chatham Arts Council (Bynum)
- “The Small Museum of Art,” (Pittsboro)
- “New Era Gospel,” Historic Haywood (Moncure)
- “Goodnight Death,” Phoenix Theatre Company (Pittsboro)
- “Fourth Annual Mardi Gras Party,” NC Arts Incubator (Siler City)
- “Winter Concert,” Sisters’ Voices (Pittsboro)
- “Art in the Park,” Farrington Artists’ Studios (Farrington)
- “Come Out & Play,” JimGin Farm (Pittsboro)
- “Community Photo Project,” Hispanic Liaison (Siler City)
- “ClydeFEST,” Chatham Arts Council (Bynum)
- “Day of the Book,” Child Care Networks (Siler City)
- “POP! Siler City,” NC Arts Incubator (Siler City)
- “Farrington Folk Art Show,” Farrington Village (Farrington)
- “Mural,” Sprott Youth Center (Moncure)
- “Chatham Studio Tour,” Chatham Artists Guild (Chatham County)

### **How the Features Work**

Meet This Artist artists and Go See This arts events are selected with intention toward geographic, racial, age, gender, and artistic discipline diversity.

We offer the artist or event:

- An interview via email, phone, or in person
- A photo shoot
- Front page slideshow feature on our website
- Full-length blog feature
- Facebook promotion with a pinned post when the blog post goes live
- Twitter promotion with 10-15 tweets once the blog post goes live
- Inclusion in e-news
- Print ad shared with other Meet This Artist artists by end of fiscal year



The artist/event producer provides:

- Information via interview
- Personal photos as requested by the deadline
- Promotion of the blog post on his/her email, website, or social media channels
- Feedback on effects of participation

Our stats for our blog series show that they're hugely popular:

- Website page views: Range from 163 to 2,111
- E-news opens and clicks: Averages between 5% and 50% of 1,073 monthly and 70 weekly subscribers
- Facebook reach, likes, shares: Range from 4 to 6,046 (on the Chatham Arts Council page)
- Twitter retweets: Rare

Results of Meet This Artist and Go See This include direct referrals to Kickstarter funding, re-uses of the features by the artist for other promotions, up to 50% increases in the artist's web traffic, increased sales and attendance, increased social media engagement for artists, class and concert sell-outs, and contract art /workshop commissions.

How does this program advance your organization's goals?

Meet This Artist and Go See This advance the following three goals of the Chatham Arts Council:

Goal One: To invest in artists in Chatham County

Meet This Artist and Go See This are clear, consistent ways to invest in both individual artists and the creativity and arts brand in Chatham County. Individual artists benefit by being showcased in a central place because they're introduced to audiences they couldn't otherwise get in front of. The creativity and arts brand in Chatham County benefits from the consistency and high quality presentation we provide through this series.

Goal Two: To serve potential audience members and arts patrons in and around Chatham County

As modern life is being conducted and orchestrated online, the Chatham Arts Council's home for finding arts and arts events in Chatham County is also online. Our Meet This Artist series allows potential audience members and arts patrons a window into individual artists' work, process, personality, and offerings—all in a way they can't get anywhere else. Our Go See This series points potential audience members and arts patrons to events they may not have known about—giving them inside scoop on the history and uniqueness of each event. Greater awareness of Chatham County's arts offerings can keep residents in town on the weekends—and draw visitors here, too—and arts patrons tend to spend money at restaurants, bars, and retail. By serving audience members and arts patrons, the Chatham Arts Council can positively influence Chatham County's economy.



### Goal Three: To honor the Core Commitments of the Chatham Arts Council

The Chatham Arts Council Board made a formal commitment to being: exemplary, impactful, sustainable, inclusive, innovative, unique, intentional, and reliable. This is a tall order for any tiny nonprofit, and we are weighing our every decision against these commitments. Meet This Artist and Go See This are helping us live up to many of these commitments, particularly in the areas of impact, inclusivity, innovation, uniqueness, and intentionality.

- **Impact:** Meet This Artist and Go See This have already resulted in tangible impact, including increased class enrollment, increased event attendance, and increased Facebook likes for artists and arts organizations. Some of our artists have gone on to form unique partnerships with each other and civic orgs in Chatham because of connections made through these features.
- **Inclusivity:** With a commitment to geographic diversity, our Meet This Artist and Go See This series are pushing us to highlight artists and arts events from the full range of the county.
- **Innovation and Uniqueness:** No other organization in the county is doing this.
- **Intentionality:** These series fully sync with our focus on Investing in Artists and our mission.

### **Reach and Impact**

Whom will this program serve?

1. **Artists:** At least 20 artists and arts groups directly featured, and more than 100 artists currently in our Arts Directory can be accessed through links.
2. **County Nonprofits and Civic Groups:** At least 10 county nonprofits and civic groups, and more than 100 events throughout the year through our Arts Calendar.
3. **Arts Audiences:** A range between 163 and 3,184 arts audience members at least twice a month, not including shares through social media.

Tell us how you will measure the program's success.

In FY19, we'll measure success of Meet This Artist and Go See This in the following quantifiable ways:

#### Objectives toward Goal One: To invest in Chatham County artists

- (1) Completion of at least 10 Meet This Artist web features, toward a benchmark of 12 features
- (2) Completion of at least 10 Go See This web features, toward a benchmark of 12 features
- (3) Completion of at least 1 Meet This Artist print or online ad in a regional publication, toward a benchmark of 4 features
- (4) Completion of at least 1 Meet This Artist press release, toward a benchmark of 2 press releases

#### Objectives toward Goal Two: To serve potential audience members and arts patrons in and around Chatham County

- (1) Web traffic for Meet This Artist posts to an average of 450, toward a benchmark of 2,500



(2) Web traffic for Go See This posts to an average of 350, toward a benchmark of 2,500

Objectives toward Goal Three: To Honor the Core Commitments of the Chatham Arts Council

(1) 100% of featured artists and organizations rate Meet This Artist or Go See This as a positive experience, toward a benchmark of 100%

**Budget**

The maximum amount available is \$35,000. Attach a budget that shows how funds will be used, as well as other funding sources for the project.



# chatham county investment in the arts for economic and educational impact





**We invest in artists.**

**We educate kids through the arts.**







# what is that again?

Who: A professional artist (or a group of them)

What: Workshops and performance

When: For two to ten days

Where: In classrooms, multipurpose rooms, and gymnatoriums

Why: To offer kids a new pathway to learning curriculum and confidence





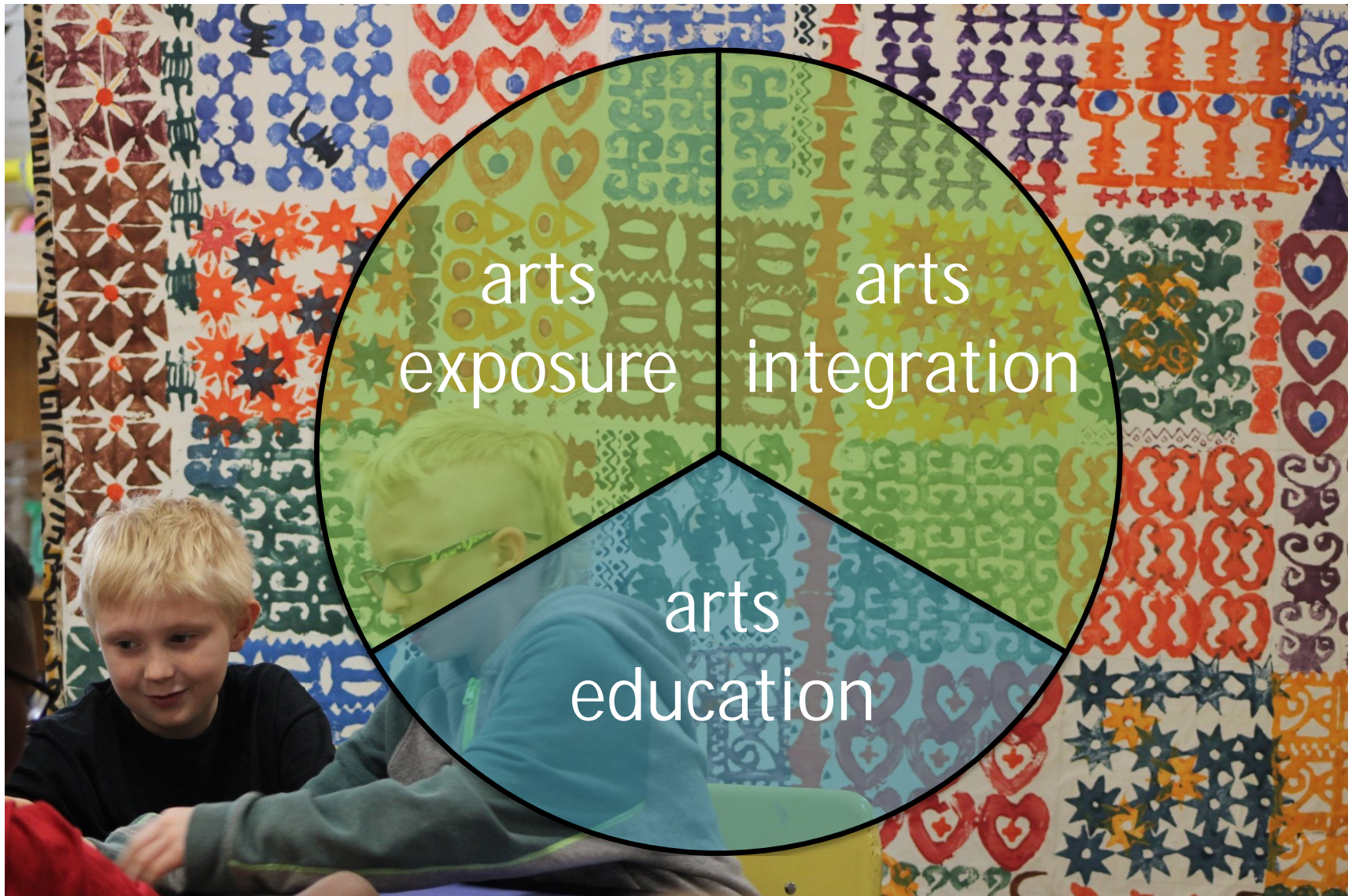
# why we care :: part 1

The arts could mean these children are twice as likely to graduate with an associate's or bachelor's degree.





# why we care :: part 2



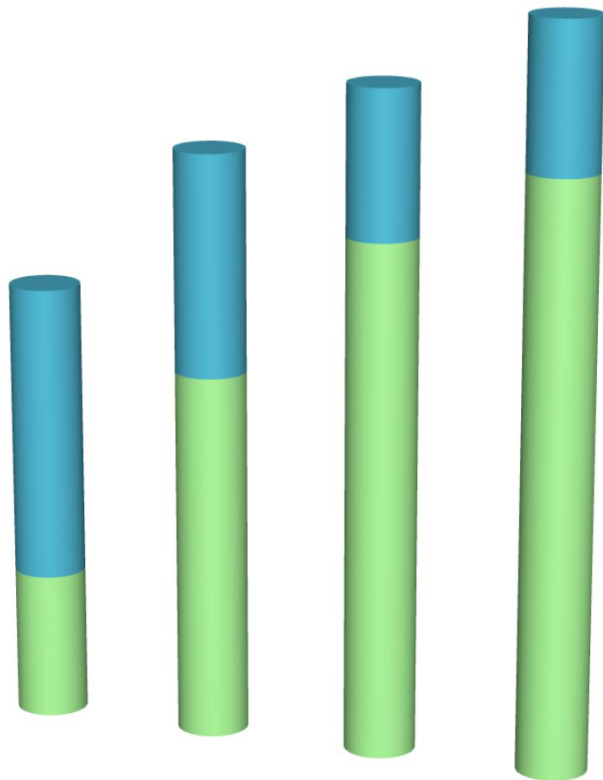


# your r.o.i. :: dollars



# impact :: numbers

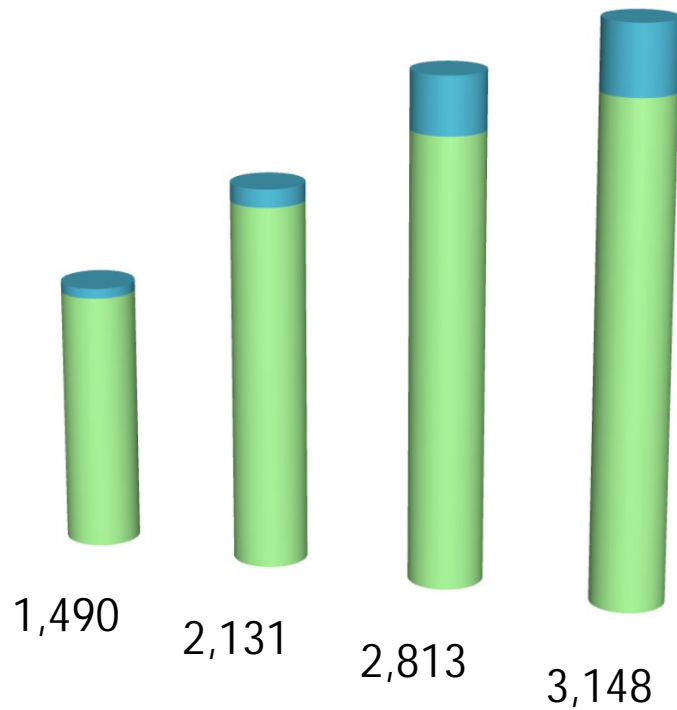
## How many schools?





# impact :: numbers

## How many citizens?





# impact :: people

## Bennett K-8 School





# impact :: people

## Bonlee K-8 School





# impact :: people

## J.S. Waters K-8 School





# impact :: people

## Moncure K-8 School





# impact :: people

## Siler City Elementary



# impact :: people

## Silk Hope K-8 School





# impact :: people

## North Chatham Elementary





# impact :: people

## Perry Harrison Elementary





# impact :: people

## Pittsboro Elementary





# impact :: people

## Virginia Cross Elementary





# chatham is different

1. We don't require teachers or schools to find funding.
2. Once we're in a school, we stay there.
3. We are starting with elementary schools—and growing from there.





# why us?

“It was absolutely the best residency we’ve done to date.” —Mike Wiley





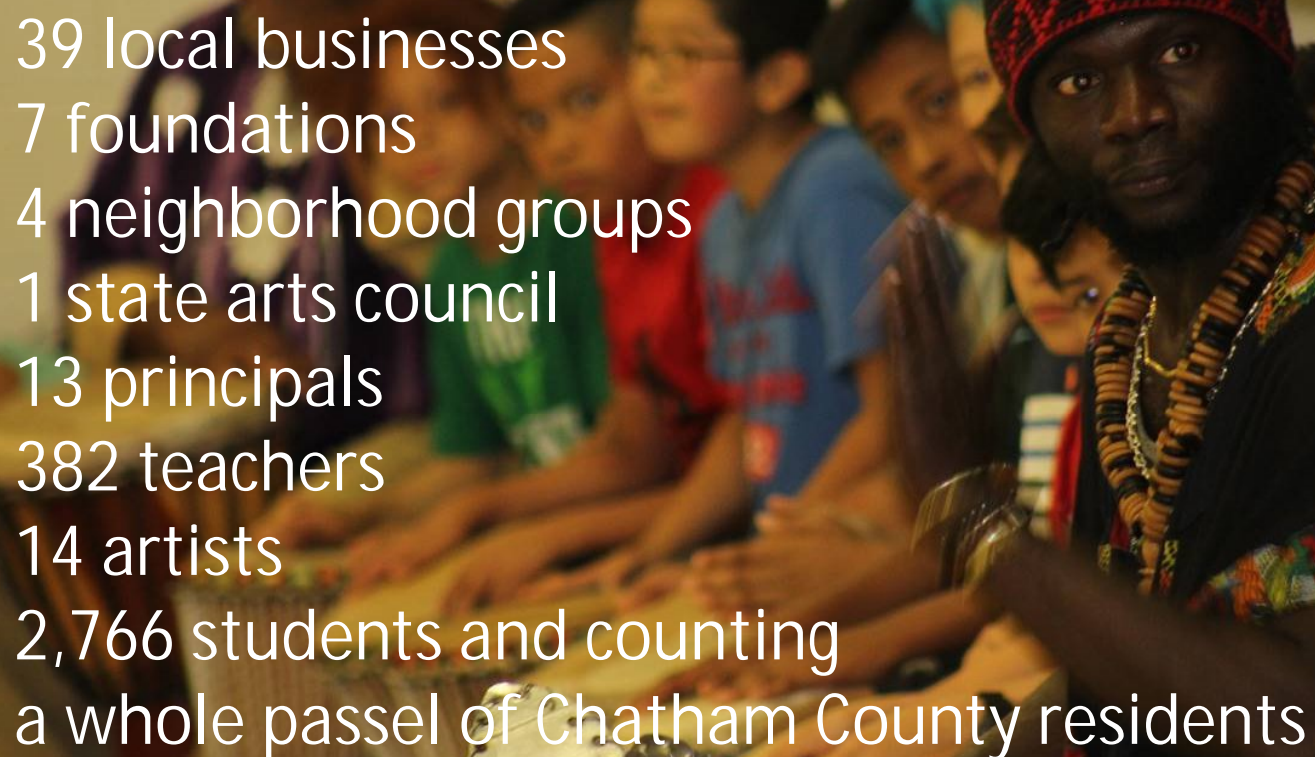
# why you?

## Chatham County Board of Commissioners





# who's with you?



39 local businesses  
7 foundations  
4 neighborhood groups  
1 state arts council  
13 principals  
382 teachers  
14 artists  
2,766 students and counting  
a whole passel of Chatham County residents

# the vision

Every school. Every year. By 2025.





# thank you

from every corner of Chatham County.





# Chatham County, NC

## Text File

File Number: 19-3203

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Work Session

**In Control:** Cooperative Extension

**File Type:** Agenda Item

Receive presentation from Chatham County Extension Horticulture Agent Matt Jones

# Extension Horticulture Program

## Highlights & Prospects

**Matt Jones**

Horticulture Extension Agent

# Target Audiences

## Commercial Nurseries



## Green Industry & Landscape Professionals



## Home & Community Gardeners



## Extension Master Gardener<sup>sm</sup> Volunteers

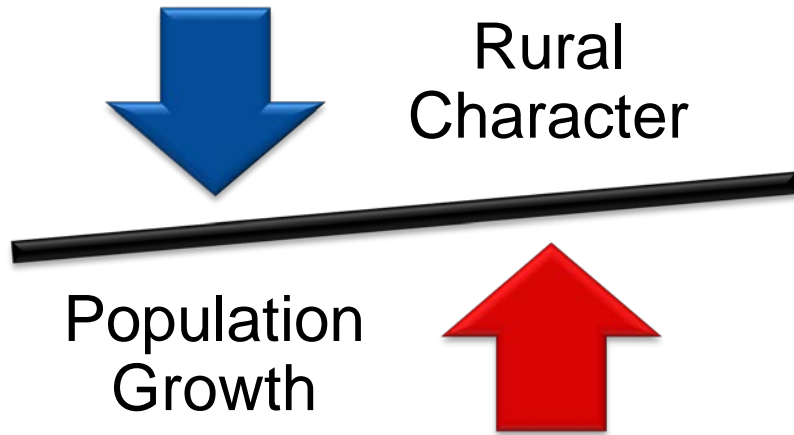


**NC STATE** EXTENSION  
Master Gardener | Chatham County



Debbie Roos Photography

# County Situation



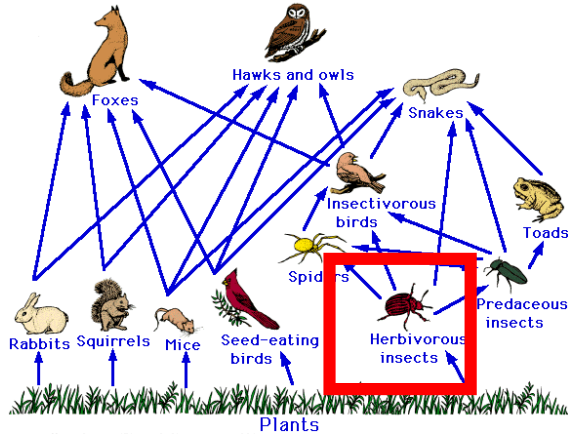
- **Environmental Impacts**
  - Habitat Loss
  - Pollution
- **Agricultural Impacts**

# Extension Horticulture Program Goals

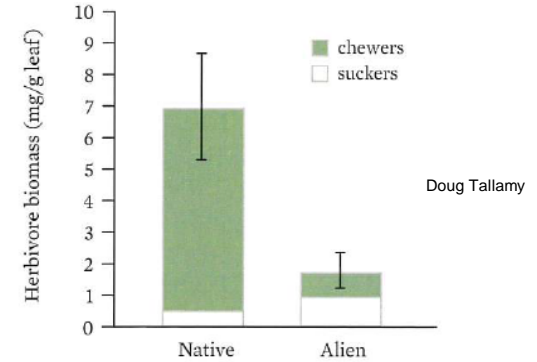
- 1) **Promote biodiverse & ecologically-functional landscapes**
- 2) **Promote home food production and composting**



# The Food Web Depends on Native Plants



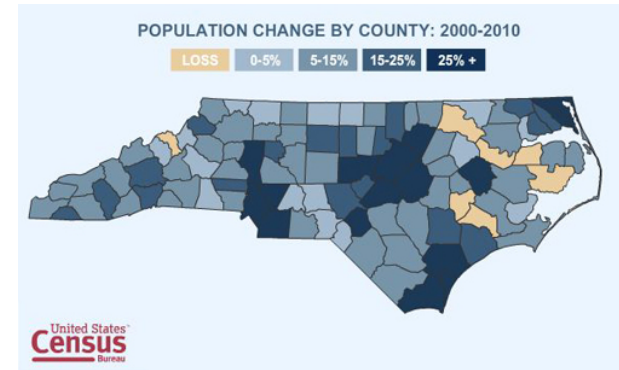
**Many are host-specific**



**Herbivore Biomass**



Doug Tallamy

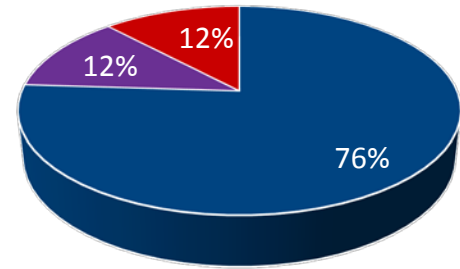


# *Extension Gardener Workshop Series*

- Sustainable Lawns & Lawn Alternatives
- Native Perennials
- Native Trees & Shrubs

As a result of this workshop, I will...

Reduce Lawns, Add Native Plants



■ Yes ■ Maybe ■ No



**207** participants

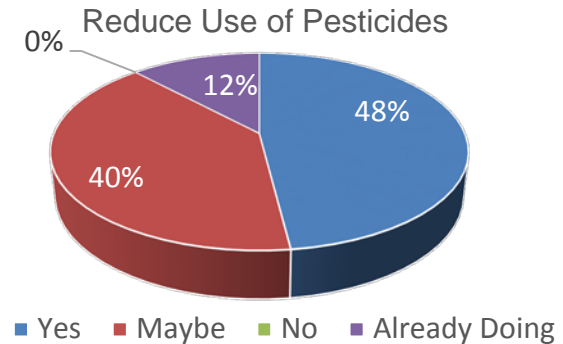
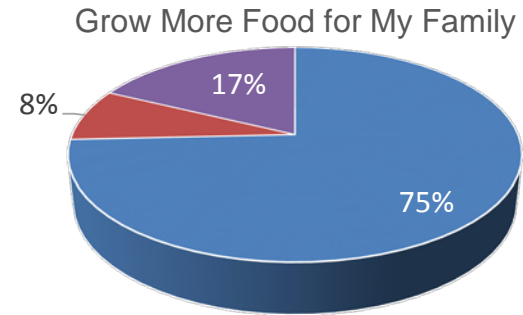


# *Extension Gardener Workshop Series*

- Growing Vegetables from Seed
- Easy Fruits & Berries
- Sustainable Vegetable Gardening
- Growing & Preserving Herbs



**230**



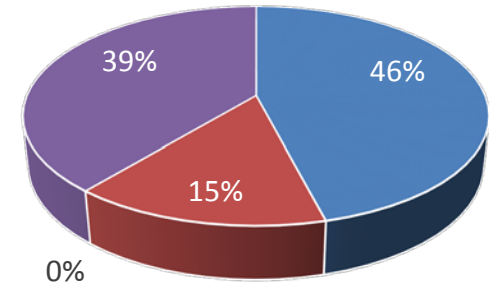
# Piedmont Landscape & Green Industry Conference

- Alternatives to Glyphosate
- IPM for Lawns & Landscapes
- Boxwood Blight
- Tree Fertility
- Tree Planting Techniques



109

Adopt Recommended Best Practices



■ Yes ■ Maybe ■ No ■ Already Doing

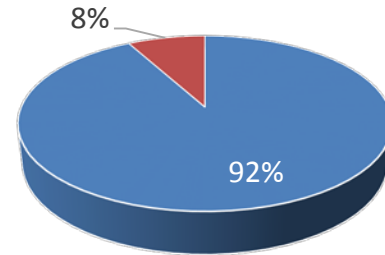
# Wetland Plant Installation Workshop

- Choosing & Buying Wetland Species
- Biodiversity & Native Plants
- Planting Methods
- Stormwater Control Measures



48

Implement Recommended Practices



■ Yes ■ No



**N.C. A&T**  
STATE UNIVERSITY



# Other Outreach Programs Jan.-Jul. 2019

## *Natives for Living Landscapes*

Briar Chapel and Fearrington Garden Clubs

## *Gardening for New Chatham Residents*

Encore Garden Club

## *Fire Ant Management*

Silk Hope Ruritan Club

## *Tree Cleanup and Chainsaw Safety*

# State and Local Partnerships

## **Extension Master Gardener College**

Conference on Campus

## ***Extension Gardener Newsletter***

Managing Editor

## **Integrated Pest Management Working Group**

Chatham County Department of Public Health / Leadership Chatham

# Client Contacts

**739**

Workshop participants

**258**

Gardening questions answered

**NC STATE**

**EXTENSION**

Master Gardener | Chatham County

**41**

Active Volunteers

**1436**

Hours Volunteered

**473**

Client Contacts

**15**

New Students

**\$36,517**

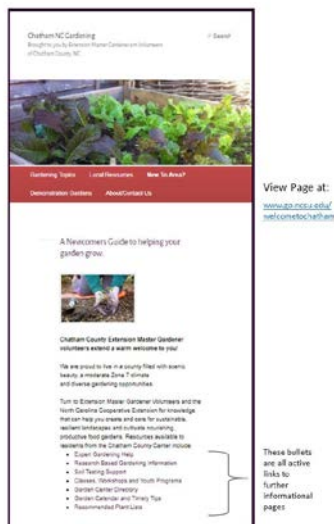
Volunteer Value

# Newcomer's Guide to Gardening



**Pamphlet**

chathamncgardening.com



**Website**



**2019 NC State  
Search for Excellence Winner**



**NC STATE** EXTENSION

Master Gardener | Chatham County

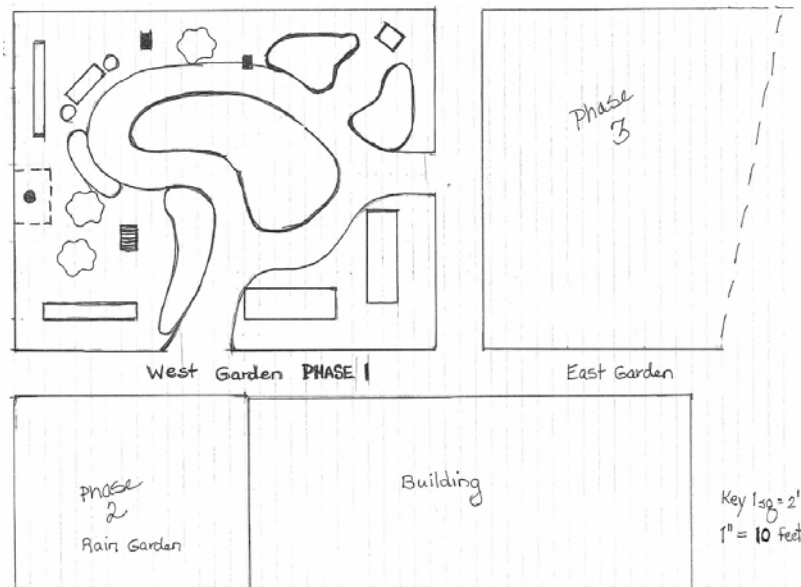
# Jr. Master Gardener Camp



**NC STATE**

**EXTENSION**

Master Gardener | Chatham County



**Demonstration Garden – Groundbreaking Sept. 2019**

# Upcoming Events



**Composting Workshop**  
11/2/2019



**EMG Volunteer Core Training**  
Aug-Oct. 2019

# 2020 Preliminary Program Plans

- Vegetable Boot Camp
- Tree Identification
- Invasive Species Symposium
- Carolina Lawns
- Rain Garden Workshop
- SCM Plant Care for
- Expanded Regional Landscape Conference
- Newcomer Committee
- Video Production
- Siler City Sites?



# Questions?

Thank you!



# Chatham County, NC

## Text File

File Number: 19-3157

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Work Session

**In Control:** Soil and Water Conservation

**File Type:** Ordinance

Vote on a request to adopt the revised Voluntary Agricultural District Ordinance

Agriculture and agribusiness (food, fiber, and forestry) remain significant in the local economy, contributing an average of \$129M in annual total cash receipts (NCDA, 2018 Ag Stats) in Chatham County. As such, agriculture is viewed as a foundational piece of the livelihoods and lifestyles of many within Chatham County. Tasked with the need to preserve, protect, and enable agriculture, along with the rural character and lifestyle of the county, one such measure to accomplish these goals is to establish a sustainable Voluntary Agricultural District (VAD) program. With the establishment of a VAD program within Chatham County, active measures can be taken to preserve and protect farmland from non-farm development and provide benefits to producers that will contribute to the well-being of all county citizens. In order to enact such a program within the county, we seek assistance from the Board to adopt a VAD ordinance that will provide structure and a foundational basis for a viable program here in Chatham County.

### Action Requested:

Vote on a request to adopt the revised Voluntary Agricultural District Ordinance.

### Introduction & Background:

The purpose of the Voluntary Agricultural District program is to encourage the preservation and protection of farmland from non-farm development. This is done in recognition of the significant importance of the role of agriculture to the economic and social well-being of North Carolina. In Chapter 106, Article 61 of the North Carolina General Statutes, the North Carolina General Assembly authorizes counties to undertake a series of programs to encourage the preservation of farmland. As a result of that action, counties throughout the state of North Carolina have adopted Voluntary Agricultural District (VAD) ordinances. The ordinance provides for the creation of an Agricultural Advisory Board to administer this program. Chatham County already has a VAD ordinance and Agricultural Advisory Board, but changes are needed to bring the ordinance into compliance with state law.

### Discussion & Analysis:

We ask that the Board vote on a request to adopt the Voluntary Agricultural District ordinance, enabling a structured VAD Program to be continued here in Chatham County to encourage the preservation and protection of the county's farmland.

Benefits to local producers include:

- **Recognition and public education about agriculture:** Members of the program will be given signs to post, identifying their farm as a member of a preservation district; this will indicate to any potential neighbors and the public that the land is committed to the preservation of agriculture.
- **Increased protection from nuisance suits:** Notice on the property signaling Voluntary Agricultural District membership as well as a notice in the computerized land record system making those within 0.5 mile of a Voluntary Agricultural District farm aware of the potential for noise, odor, dust, or slow moving farm vehicles/equipment associated with farming will contribute to an “aware” public.
- **Waiver of water and sewer assessments:** Landowners within Voluntary Agricultural Districts who are not connected to water or sewer systems operated by the county will have the ability to have water and sewer assessments waived.
- **Public hearings required for proposed condemnation:** A public hearing will be held by the Agricultural Advisory Board if the land in a Voluntary Agricultural District is considered for a public project that may condemn land.
- **Eligibility for funding:** District members may be eligible for farmland preservation funds as local, state, or federal funds become available.

Benefits to the public include:

- **Preserving North Carolina’s main industry:** North Carolina agriculture contributes over \$84B to our state’s economy and is expected to surpass \$100B in the year 2020 (NCSU, 2018). The success of this VAD program will foster the growth, development, and sustainability of family farms as well as increase public awareness of agriculture in North Carolina.
- **Chatham County economic benefit:** Agriculture and agribusiness (food, fiber, and forestry) remain significant in the local economy, contributing an average of \$129M in annual total cash receipts (NCDA, 2018 Ag Stats). Within the state, Chatham County ranks 2nd in beef cattle production, 3rd in equine sales, 4th in sheep and goat production, 11th in dairy cows, 11th in hay sales, 14th in layers and 16th in broilers and other meat-type chickens. In addition to significant cash receipts, an American Farmland Trust study showed that for every dollar in taxes received from working land, only 58 cents in services is paid by the government. However, services paid to residential development average \$1.15 per dollar of taxes received. Thus, it is a net gain of revenue for the tax base and an economic benefit for any county to preserve working lands.
- **Quality of life:** When farms are kept in agriculture it maintains the quality of life that each North Carolinian enjoys. Fields and woodlands are a visual pleasure and contribute to clean air and water. Rural working landscapes are an integral part of our heritage that must be preserved for future generations. If we do not save our agricultural areas we will destroy the rustic landscapes that attract and retain both people and industry to North Carolina.
- **Ability to buy locally grown products:** Maintaining the agricultural industry in Chatham County allows citizens to purchase and consume products from local agricultural producers, contributing to our local economy and toward a lifestyle of

healthy living.

How does this relate to the Comprehensive Plan:

With required revisions to the VAD program within Chatham County, active measures can be taken to preserve and protect farmland from non-farm development and provide benefits to producers that will contribute to the well-being of all county citizens. This act will directly advance the following goals outlined in the Comprehensive Plan:

- Preserve, protect, and enable agriculture and forestry.
- Preserve the rural character and lifestyle of Chatham County.

This act will also support the following recommendations and strategies:

- Recommendation #1 - Increase education, outreach, and training
  - *Strategy 1.1:* Assist operators of existing farms that are contributing to the economy to remain in operation even when faced with pressures to develop the land for other uses. This act will “encourage participation in the Voluntary Agricultural District (VAD) program” and “raise awareness of the benefits of participating in VADs” (Plan Chatham, 2017, p. 94).
  - *Strategy 1.2:* Require the disclosure of the presence of VADs and/or other working lands to potential homebuyers and other investors.

If adopted, this ordinance would also have positive consequential effects on Agriculture Action Items #1 (Extension agent position tasked with assisting in farmland protection), #3 (coordinating with the Agricultural Advisory Board to establish or update utility extension policies for agricultural areas), #6 (evaluate real estate notification procedures near VADs and other working lands), #7 (updating the Farmland Preservation Plan), and #9 (determining the need or desirability of an Ag Zoning District).

Budgetary Impact:

At this time, there would be no budgetary impact as a result of adopting the revised Voluntary Agricultural District Ordinance.

Recommendation:

Motion to adopt the revised Voluntary Agricultural District Ordinance.



**CHATHAM COUNTY**  
**VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE**

**ARTICLE I**

**TITLE**

An Ordinance of the Board of County Commissioners of CHATHAM COUNTY, NORTH CAROLINA, entitled, "**VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE.**"

**ARTICLE II**

**AUTHORITY**

The articles and sections of this program are adopted pursuant to authority conferred by the North Carolina General Statutes ("NCGS") § 106-735 through 106-744 and Chapter 153A.

**ARTICLE III**

**PURPOSE**

The purpose of this Ordinance is to promote agricultural values and the general welfare of Chatham County by increasing the identity of, and pride in, the agricultural community and its way of life, encouraging the economic and financial health of agriculture, horticulture, and forestry through protection from non-farm development and other negative impacts on properly managed farms.

## **ARTICLE IV**

### **DEFINITIONS**

The following are defined for purposes of this Ordinance:

Advisory Board (Board): Chatham County Agricultural Advisory Board.

Chair: Chairperson of the Chatham County Agricultural Advisory Board.

County: Chatham County, North Carolina.

Voluntary Agricultural District (VAD): A Voluntary Agricultural District as established by this Ordinance.

Board of Commissioners: Chatham County Board of Commissioners.

## **ARTICLE V**

### **AGRICULTURAL ADVISORY BOARD**

#### **A. Charge**

There is hereby established an Agricultural Advisory Board to implement the provisions of this Ordinance. The Agricultural Advisory Board is charged with implementing the provisions of this Ordinance.

#### **B. Membership**

The Advisory Board shall consist of nine (9) members appointed by the Board of Commissioners from names of individuals submitted by any member of a Chatham County Agricultural or Natural Resources Agency, or any other member of the Chatham County agricultural community.

C. Membership Requirements

1. Each member shall be a Chatham County resident.
2. Each member shall be actively engaged in farming (as defined in NCGS §106-581.1), agribusiness, or be a representative of agricultural interests.
3. The Board of Commissioners shall appoint at least one (1) Member from each of the following four (4) quadrants of the County: East of Hwy 87 and north of US 64 (NE Quadrant), east of Hwy 87 and south of US 64 (SE Quadrant), west of Hwy 87 and north of US 64 (NW Quadrant), and west of Hwy 87 and south of US 64 (SW Quadrant). Each Voluntary Agricultural District shall be represented by at least one member of the board who lives in the quadrant in which the VAD is located. A position on the Agricultural Advisory Board may remain vacant for a reasonable period of time until a suitable candidate is willing to serve. If no suitable candidate from a quadrant is willing to serve, upon request of the chair of the Agricultural Advisory Board, the Board of Commissioners may appoint a member from another quadrant.
4. Additional members may be appointed to the Board in an *ex officio* capacity from the Soil and Water Conservation District Board of Supervisors, the Chatham County Office of the North Carolina Cooperative Extension, the U.S. Farm Service Agency, or other agencies, as deemed necessary by the Board of Commissioners. Members serving in an *ex officio* capacity shall neither vote nor count toward quorum requirements.

D. Tenure

The initial Board shall consist of 3 appointees for terms of one (1) year; 3 appointees for terms of two (2) years; and 3 appointees for terms of three (3) years. Thereafter all appointments shall be for terms of three (3) years, with reappointments permitted.

E. Vacancies

Any vacancy on the Advisory Board shall be filled by the Board of Commissioners for the remainder of the unexpired term.

F. Removal

Any member of the Advisory Board may be removed by the Board of Commissioners upon a majority vote of the Commissioners. No cause shall be required for removal.

G. Advisory Board Procedures

1. Chair

The Advisory Board shall elect a Chair and Vice-Chair each year at its first meeting of the fiscal year. The Chair shall preside over all regular or special meetings of the Advisory Board. In the absence or disability of the Chair, the Vice-Chair shall exercise all the powers of the Chair. Additional officers may be elected as provided in the rules of procedure.

2. Determination of Procedure

The Advisory Board shall adopt rules of procedure not inconsistent with this Ordinance or State law.

3. Advisory Board Year



The Advisory Board shall use the Chatham County fiscal year as its meeting year.

4. Meetings

Meetings of the Advisory Board shall be held at the call of the chair or vice-chair and at such other times as the Advisory Board may specify in its rules of procedure, or upon the request of at least 3 members of the Board. A meeting shall be held at least annually and notice of all meetings to the members shall be in writing, unless otherwise provided by the rules of procedure. Meeting dates and times shall also be provided to the public as required by the North Carolina Open Meetings Law. All meetings of the Board shall be open to the public as required by law.

5. Majority Vote and Quorum Requirements

All issues shall be decided by a majority vote of the members present and voting at any meeting at which a quorum is present. A quorum is defined as a majority of the members then in office. No issues may be decided without a quorum but those members present with less than a quorum may meet and discuss matters of the Board.

6. Records

The Advisory Board shall keep minutes of the proceedings showing the vote of each member upon each question. The Advisory Board shall keep records of its examinations and other official actions, all of which shall be filed in the office the Advisory Board, or some other designated location. All records of the Board are public records as provided by law.

H. Duties

The Advisory Board shall:

1. Review and approve applications of landowners for enrollment of qualified farmland, horticultural land, or forestland into a VAD for compliance with this Ordinance;
2. Make recommendations concerning the establishment and modification of areas of the county to be represented on the Agricultural Advisory Board.
3. Review, and approve the form of the conservation agreement required by N.C.G.S. § 106-737;
4. Hold public hearings on projects likely to have an impact on agriculture;
5. Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy and agricultural, horticultural or forestry activities within the County that affect VADs;
6. Review and make recommendations concerning proposed amendments to this Ordinance;
7. Help formulate and update as necessary a Countywide farmland protection plan as defined in N.C.G.S. §106-744 (e) for presentation to the Board of Commissioners;
8. Study additional methods of protection for farming, horticulture, forestry and the attendant land base, and make recommendations to the Board of Commissioners;
9. Make recommendations concerning the establishment and modification of Voluntary Agricultural Districts;
10. Report as requested to the Board of Commissioners on the status, progress, and activities of the County's farm preservation program including the County's Voluntary Agricultural District program.
11. Perform other agriculturally related tasks or duties assigned by the Board of Commissioners.

I. Funding

The *per diem* compensation, if any, of the members of the Advisory Board may be fixed by the Board of Commissioners and funds may be appropriated to the Advisory Board to perform its duties.

**ARTICLE VI  
REQUIREMENTS FOR QUALIFYING FARMLAND**

A. Requirements

To meet the requirements as qualifying farmland to be included in a Voluntary Agricultural District a farm must:

1. Be real property that is engaged in agriculture as defined in N.C.G.S. § 106-581.1 and/or meet the requirements of a bona fide farm as noted in NCGS 153A-340;
2. Be managed, if highly erodible land exists on the farm, in accordance with the Natural Resources Conservation Service defined erosion-control practices that are addressed to said highly-erodible land;
3. Be the subject of a Conservation Agreement, as defined in N.C.G.S. § 121-35, between the County and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable County zoning and subdivision regulations; and
4. Be located in the unincorporated area of Chatham County, unless there is an agreement with a municipality through which the County is authorized to exercise the authority of the municipality on its behalf.

**ARTICLE VII**  
**CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS**

A. Voluntary Agricultural Districts

Each qualified farm as defined in Article VI and meeting the requirements of this Ordinance shall be a Voluntary Agricultural District.

B. Education

Chatham County may take such action as it deems appropriate through the Advisory Board or other entities or individuals to encourage the formation of VADs and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the Voluntary Agricultural District program.

**ARTICLE VIII**  
**APPLICATION, APPROVAL, AND APPEAL PROCEDURE**

A. Application Procedure

1. The owner of a farm seeking recognition as a Voluntary Agricultural District shall submit an application to the County. In order to benefit from the programs authorized by this Ordinance, a farm must be recognized as a qualifying farm and a Voluntary Agricultural District by the Advisory Board.
2. At the time of application, a Conservation Agreement, as required by N.C.G.S. § 106-737 and defined in N.C.G.S. § 121-35, to sustain, encourage, and promote agriculture must be executed by the landowner(s) with the Advisory Board.



B. Approval Process

1. Applications for Voluntary Agricultural District designation shall be made to Chatham County on forms approved by the Advisory Board.
2. Once a completed application has been received and reviewed by the County and State agencies designated by the Advisory Board it shall be submitted to the Advisory Board for review. Within 90 days thereafter the Advisory Board shall render a decision regarding recognition as a qualifying farm for inclusion in a Voluntary Agricultural District.

The Voluntary Agricultural District designation shall become effective upon approval by the Agricultural Advisory Board and be reflected on the County's Tax Maps to the extent practicable and shall be reflected on the County GIS.

C. Appeal

If an application is determined to be noncompliant with this Ordinance by the Advisory Board, the landowner may, within fifteen (15) days of notification of noncompliance of the application, request in writing that the Advisory Board reconsider its determination. The request for reconsideration shall state the reason(s) therefore. The Advisory Board shall meet at the next regularly scheduled board meeting for reconsideration of the application and shall notify the applicant by first class mail of its determination, and the reason(s) therefore, within 15 days of the reconsideration of the application. Upon either an initial negative determination, if no request for reconsideration was made, or a negative determination after reconsideration, the landowner shall have thirty (30) days from the date of notification to appeal the determination to the Board of Commissioners. Such appeal shall be presented in writing and shall state the reason(s) therefore. The decision of the Board of Commissioners shall be final.

**ARTICLE IX**

## **REVOCATION, TRANSFER, RENEWAL, AND ENFORCEMENT OF CONSERVATION AGREEMENTS**

### **A. Revocation**

By providing 30 days advance written notice to the Advisory Board, a landowner may revoke the Conservation Agreement or the Advisory Board may revoke the same Conservation Agreement based on noncompliance by the landowner with the provisions of Article VI, subject to the same provisions as contained in Article VIII(C) for appeal of denials. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate as a VAD. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any Conservation Agreement prior to its expiration as long as this Ordinance remains in effect. If the Advisory Board revokes a Conservation Agreement for cause, the landowner shall have the appeal rights set forth in Article VIII(C).

### **B. Transfer**

If the ownership of VAD land is transferred, whether due to death of the landowner or by sale, gift, or other means, new landowner(s) shall have sixty (60) days to affirm on a supplemental application, including updated information demonstrating that the enrolled land still qualifies for enrollment as a VAD under Article VI of this Ordinance, and execute a new Conservation Agreement in order for the land to remain a VAD and continue to be subject to the Conservation Agreement. The failure to complete the foregoing within the sixty (60) day grace period shall terminate the VAD designation and the Conservation Agreement.

In the event that there are water and/or sewer assessments held in abeyance under this Ordinance, and VAD designation and/or the Conservation Agreement is terminated for any reason or by any means, the assessments shall no longer be held in abeyance.

### **C. Renewal**

Except as otherwise provided in this Ordinance, a Conservation Agreement for land within a Voluntary Agricultural District that continues to qualify under all provisions of Article VI, shall be automatically renewed for a period of 10 years unless the landowner provides 30 day written notice to the Advisory Board of intent not to renew prior to the end of the expiring 10 year period. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall fail to renew any Conservation Agreement unless this Ordinance or its authorizing legislation has been repealed.

D. Enforcement

Enforcement of the terms of a Conservation Agreement for land enrolled in a VAD shall be limited to revocation of the Conservation Agreement and the benefits derived therefrom. Revocation shall be undertaken pursuant to the provisions of Section A of this Article.

## **ARTICLE X**

### **PUBLIC HEARINGS**

A. Purpose

N.C.G.S. § 106-740 provides that no state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a Voluntary Agricultural District until such agency or unit has requested that the Advisory Board hold a public hearing on the proposed condemnation. This provision ensures that the condemning agency or unit considers the impact of its actions upon agricultural, forestland, or horticultural land prior to taking action that is not reversible. This provision is not intended to, and does not, prohibit the condemning agency or unit from taking action authorized by law.

B. Procedure

1. Upon receiving a request for a hearing, the Advisory Board shall publish a notice describing the proposed action in an appropriate newspaper with coverage in Chatham

County as soon as practicable after receiving request, and will in the same notice notify the public of a hearing on the proposed condemnation, to be held as soon as practicable after receiving the request.

2. The Advisory Board shall meet to review:
  - a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and
  - b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the VAD within which the proposed action is to take place.
  - c. The Advisory Board shall consult with the Cooperative Extension Service Office, the Soil and Water Conservation District Office, the Natural Resources Conservation Service, and any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action.
  - d. Within five (5) days after the hearing, the Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public prior to its being conveyed to the decision-making body of the agency proposing the acquisition.
  - e. There will be a period of ten (10) days allowed for public comment on the report of the Advisory Board.
  - f. After the ten (10) day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition within five (5) days.
  - g. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Advisory Board shall



mutually agree upon a schedule to be set forth in writing and made available to the public.

- h. Pursuant to N.C.G.S. § 106-740, the condemning agency may not formally initiate a condemnation action while the proposed condemnation is properly before the Advisory Board within these time limitations.

## **ARTICLE XI**

### **NOTIFICATION OF PROXIMITY TO A VOLUNTARY AGRICULTURAL DISTRICT**

#### A. Record Notice of Proximity to a Voluntary Agricultural District

##### 1. Procedure

Pursuant to N.C.G.S. § 106-741, the following requirements outlined in this section shall be implemented and enforced. Upon certification of qualifying farmland and designation of real property as a VAD, Chatham County shall provide in its computerized land records system some form of notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one-half mile of any VAD. Recording of a VAD Conservation Agreement may assist with the implementation of this provision where tract data is shared between the Register of Deeds Office and the GIS/Tax Office. However, a VAD Conservation Agreement is not required to be recorded under N.C.G.S. § 121-41 (c) of the Conservation and Historic Preservation Agreements Act.

##### 2. Limit of Liability

In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this Article.

3. No Cause of Action

In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or VAD as defined in this Ordinance.

B. Geographic Information System

Voluntary agricultural districts and all tracts within one-half mile of a voluntary agricultural district shall be mapped in the County Geographic Information System.

C. Maps

Maps identifying approved Voluntary Agricultural Districts shall be provided to the following agencies or offices upon request to the GIS office:

1. Chatham County Planning Department;
2. Chatham County Tax Office;
3. Natural Resources Conservation Service;
4. Farm Service Agency;
5. Chatham County Cooperative Extension Office;
6. Soil and Water Conservation District Office; and
7. Any other such agency or office the Advisory Board deems appropriate.

D. Posting of Notice

The following notice, of a size and form suitable for posting, shall be posted in the Register of Deeds Office, Tax Office, and any other office or agency the Advisory Board deems necessary:

Chatham County has established Voluntary Agricultural Districts to protect and preserve agricultural lands and activities. These VADs have been developed and mapped by the County to inform all purchasers of real property that agricultural, horticultural, and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, burning, and other common agricultural, horticultural, and forestry activities may occur in these VADs any time during the day or night. Maps and information on the location and establishment of these VADs can be obtained from the Chatham County Geographic Information System.

E. Signage

Signs identifying parcels enrolled in a Voluntary Agricultural District may be placed on enrolled parcels at the discretion of the owners. Signs shall not be placed within the right-of-way of any state or County maintained road.

## **ARTICLE XII**

### **WAIVER OF WATER AND SEWER ASSESSMENTS**

A. No Connection Required

A landowner belonging to a Voluntary Agricultural District shall not be required to connect to Chatham County water and/or sewer systems.

B. Abeyance

Water and sewer assessments shall be held in abeyance, without interest, for property located within a Voluntary Agricultural District until the improvements on such property are connected to the water or sewer system for which the assessment was made.

C. Termination of Abeyance

When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

D. Suspension of Statute of Limitations

Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest. The landowner shall be required to sign an acknowledgement, which shall be incorporated into the Conservation Agreement, of the abeyance of the statute of limitations upon collecting water and sewer assessments, or other utility assessments.

E. Other Statutory Abeyance Procedures

Nothing in this Article is intended to diminish the authority of the County to hold assessments in abeyance under N.C.G.S. § 153A-201, or other applicable law.

F. Conflict with Water and/or Sewer System Construction and Improvements Grants

To the extent that this Article conflicts with the terms of federal, state, or other grants under which County utility systems are constructed this Article shall not apply. This Article shall not apply to utilities that are not owned by the County unless the County has entered into an agreement with the entity(ies) owning the utilities and that agreement provides that this Ordinance shall apply.

## **ARTICLE XIII**

### **SUBDIVISION ORDINANCE AND ZONING ORDINANCE REVIEW**

The Advisory Board shall work with County Planning Department to develop amendments to the County's Subdivision Regulations to provide that developers of major subdivisions or planned unit developments shall designate on preliminary development plans and recorded plats language indicating the existence of Voluntary Agricultural Districts within one-half mile of the proposed development.

## **ARTICLE XIV**

### **LAND USE DEVELOPMENT**

#### **A.     Purpose**

In order to prevent conflicts between Voluntary Agricultural Districts, farm owners, and nearby non-farmer landowners, land use decisions shall consider the purposes of this Ordinance and the proximity of Voluntary Agricultural Districts to any proposed development. It shall be the duty of the Agricultural Advisory Board to advise the Board of Commissioners, or the agency or office to which the Board of Commissioners delegate authority to oversee County land use planning, on the status, progress, and activities of the County's Voluntary Agricultural District program and also to coordinate the formation and maintenance of VADs with the County's land use planning activities and the County's land use plan.

#### **C.     Growth Corridors**

If at such time as the County designates "growth corridors", Voluntary Agricultural Districts shall not be permitted to be added in those growth corridors without the approval of the Board of Commissioners. VADs already in the "growth corridors" may remain but shall not be expanded without the approval of the Board of Commissioners.

## **ARTICLE XV**

### **CONSULTATION AND AGENCY NOTICE**

#### **A.     Consultation**



The Advisory Board may consult with the Chatham County Cooperative Extension Service, the Soil and Water Conservation District, the Natural Resources Conservation Service, the USDA Farm Service Agency, the North Carolina Forest Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Advisory Board deems necessary to the proper conduct of its business.

B. Annual Report to the North Carolina Department of Agriculture and Consumer Services

A copy of this Ordinance shall be sent to the Office of the North Carolina Commissioner of Agriculture and Consumer Services, the Board of Commissioners, the North Carolina Cooperative Extension Office, and the Soil and Water Conservation District Office after adoption. At least annually, the County shall submit a written report to the Commissioner of Agriculture and Consumer Services on the County's Voluntary Agricultural District program, including the following information:

1. Total number of landowners enrolled in the program;
2. Total number of acres enrolled in the program;
3. Number of acres certified as qualified farmland during the reporting period;
4. Number of acres seeking certification as qualified farmland but not being certified during the reporting period;
5. Number of acres for which applications to be included in the program are pending;
6. Municipalities with which Memorandums of Understanding have been signed;
7. Municipalities with which Memorandums of Understanding are no longer in effect;

8. Municipalities that have adopted this Ordinance for the purpose of the County enforcing this Ordinance within their corporate boundaries;
9. Copies of any amendments to this Ordinance or Memorandums of Understanding signed with municipalities; and
10. Any other information the Advisory Board deems useful.

## **ARTICLE XVI**

### **LEGAL PROVISIONS**

#### **A. Farmland Preservation Program Ordinance**

This Ordinance supersedes and replaces the Farmland Preservation Program Ordinance and the same is hereby repealed.

#### **B. Severability**

If any article, section, subsection, clause, phrase, or portion of this Ordinance is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

#### **C. Conflict with Other Ordinances and Statutes**

Whenever the provisions of this Ordinance conflict with other Ordinances of Chatham County, the provisions of those other Ordinances shall govern. Whenever the provisions of any federal or state statute conflict with this Ordinance, the provisions of such federal or state statute shall govern. The sole remedy for a land use not complying with this Ordinance shall be revocation of the Conservation Agreement and removal of the non-qualifying land from the Chatham County Voluntary Agricultural District Program. Recreational use of land that does not

interfere with agricultural uses as defined in N.C.G.S. § 106-581.1 shall not be considered non-compliant with this Ordinance.

D. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.

**ARTICLE XVII**  
**ENACTMENT**

The Chatham County Board of Commissioners hereby adopts and enacts the preceding articles and sections of the Ordinance.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY OF CHATHAM

By: \_\_\_\_\_

Mike Dasher, Chair

ATTEST:

\_\_\_\_\_  
Lindsay K. Ray

Clerk to the Board of Commissioners




Agricultural Advisory Board

# Voluntary Agricultural District Ordinance

August 19, 2019

# Agriculture in Chatham County

CHATHAM COUNTY						
Census of Agriculture - 2012		Crops - 2017	Acres Harvested	Yield	Production	Rank
Total Acres in County	436,696	Corn for Grain: Bu.	1,980	131	259,000	58
Number of Farms	1,138	Cotton: Lbs.: Production in 480 Lb. Bales	*	*	*	*
Total Land in Farms, Acres	111,778	Hay, Other: Tons	15,400	2.15	33,400	11
Average Farm Size, Acres	98	Peanuts: Lbs.	*	*	*	*
Harvested Cropland, Acres	21,708	Soybeans: Bu.	2,680	41	111,000	70
Average Age of Farmers	58.6	Sweet Potatoes: Cwt.	*	*	*	*
Average Value of Farm & Buildings	\$554,504,000	Tobacco, Burley: Lbs.	*	*	*	*
Average Market Value of Machinery & Equipment	\$53,493,000	Tobacco, Flue-Cured: Lbs.	*	*	*	*
Average Total Farm Production Expense	\$131,931	Wheat: Bu.	950	52	49,500	62
		Livestock			Number	Rank
		Broilers Produced (2017)			20,200,000	16
		Cattle, All (Jan. 1, 2018)			37,500	4
		Beef Cows (Jan. 1, 2018)			14,900	2
		Milk Cows (Jan. 1, 2018)			1,200	11
		Hogs and Pigs (Dec. 1, 2017)			5,000	44
		Layers (Dec. 1, 2017)			310,000	14
		Turkeys Raised (2017)			*	*
		Cash Receipts - 2017			Dollars	Rank
		Livestock, Dairy and Poultry			119,911,359	21
		Crops			9,118,621	81
		Government Payments			48,260	89
		Total			129,078,240	31

2018 NC Agricultural Statistics, NCDA&CS

- Agriculture and Agribusiness contribute \$129 million in annual total cash receipts.






# Chatham County Voluntary Agricultural District Ordinance

- ▶ North Carolina General Statutes Chapter 106  
Article 61 Agricultural Development and  
Preservation of Farmland

Authorizes counties to undertake farmland  
preservation programs. Voluntary Agricultural  
Districts is one of those programs.



# Chatham County Voluntary Agricultural District Ordinance

- ▶ The purpose of the Ordinance is to promote agricultural values and the general welfare of Chatham County by increasing the identity of, and pride in, the agricultural community and its way of life, encouraging the economic and financial health of agriculture, horticulture, and forestry through protection from non-farm development and other negative impacts on properly managed farms.
- 



# Benefits to Farmers

- VAD sign can be displayed at qualifying farm to identify the farm, notify neighbors and educate the public.
- GIS mapping of qualifying farms and 1/2 mile buffer provides public notice, increasing awareness of the potential for activities including farm related noise, odor, dust, and farm equipment.
- Landowners in a VAD will not be required to connect to county utilities. Assessment fees will be waived unless the property is connected.
- No governmental agency may condemn participating farmland without requesting a public hearing to ensure full consideration of the impact of that action upon agricultural land.
- Enrolled farms benefit from higher ranking in Soil & Water Conservation District cost share programs.



# Benefits to the Public

- ▶ Economic benefit

- ▶ NC agriculture contributes over \$84B to our state's economy and is expected to surpass \$100B in the year 2020 (NCSU, 2018).
- ▶ Agriculture and agribusiness remain significant in the Chatham County economy, contributing an average of \$129M in annual total cash receipts (NCDA, 2018 Ag Stats).
- ▶ An American Farmland Trust study showed that for every dollar in taxes received from working land, only 58 cents in services is paid by the government. However, services paid to residential development average \$1.15 per dollar of taxes received. Thus, it is a net gain of revenue for the tax base and an economic benefit for any county to preserve working lands.



# Benefits to the Public

## ► Quality of Life

- Maintaining the agricultural industry in Chatham County allows citizens to purchase and consume products from local agricultural producers, contributing to our local economy and toward a lifestyle of healthy living.
- Open green spaces of fields and woodlands contribute to clean air and water.
- Rural working landscapes are an integral part of our heritage that must be preserved for future generations.
- Rustic and bucolic landscapes attract and retain both people and industry to North Carolina.





# Comprehensive Plan

- ▶ Works toward these goals:
  - ▶ Preserve, protect, and enable agriculture and forestry.
  - ▶ Preserve the rural character and lifestyle of Chatham County.
- ▶ Agriculture Recommendation #1 - Increase education, outreach, and training (Plan Chatham, 2017, p. 94):
  - ▶ Strategy 1.1: Assist operators of existing farms that are contributing to the economy to remain in operation even when faced with pressures to develop the land for other uses. This act will:
    - ▶ “encourage participation in the Voluntary Agricultural District (VAD) program” and
    - ▶ “raise awareness of the benefits of participating in VADs.”
  - ▶ Strategy 1.2: Require the disclosure of the presence of VADs and/or other working lands to potential homebuyers and other investors.



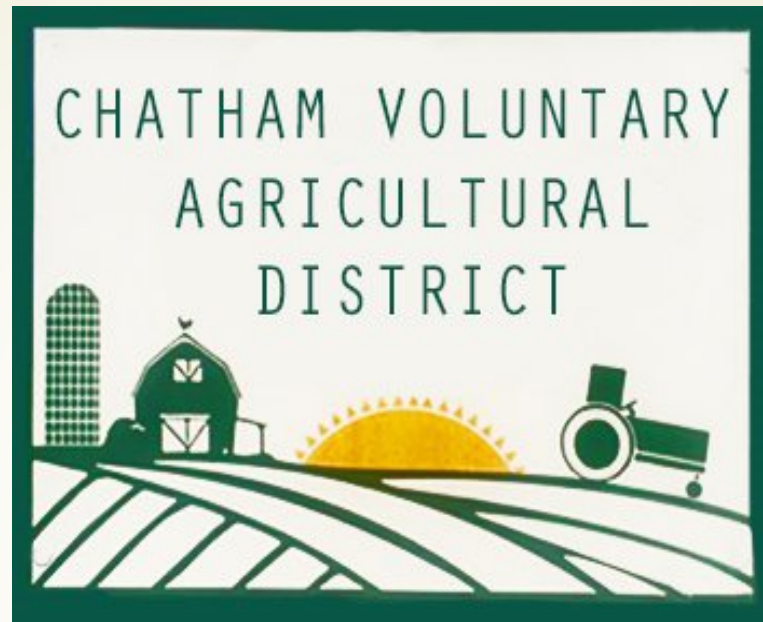
# Summary

- ▶ 2001 Farmland Preservation Program Ordinance
  - ▶ Established the Agricultural Advisory Board.
  - ▶ Set parameters for Voluntary Agriculture District program.
- ▶ 2010 Farmland Preservation Plan adopted
  - ▶ Intended to help retain farmland and boost the county's agricultural economy
  - ▶ Recommended strengthening the Voluntary Agriculture District Program



# Summary

- ▶ 2019 Voluntary Agriculture District Ordinance
  - ▶ Reduces number of Agricultural Board Members from 15 to 9 and allows for non-voting ex officio members.
  - ▶ Simplifies qualifying farmland parameters to meet the baseline requirements established in NC General Statutes Chapter 106 Article 61. For example:
    - ▶ No acreage minimum
    - ▶ No PUV program enrollment requirement
    - ▶ No soil type quantity and capabilities requirement
  - ▶ Decreases the public record notice of proximity to qualifying VAD farmland from 1 mile to ½ mile which is in accordance with General Statutes.
  - ▶ Sets the ten year term and renewal process for participating farmland.
- ▶ If adopted, this revised ordinance will supersede and replace the 2001 Farmland Preservation Program Ordinance.



The success of this VAD program will foster the growth, development, and sustainability of family farms as well as increase public awareness of agriculture in Chatham County.



# Chatham County, NC

## Text File

File Number: 19-3204

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Work Session

**In Control:** County Manager's Office

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to adopt Proposed Policy for Emergency Housing funds

Action Requested: Approve the Policy for Emergency Housing funds

Introduction & Background: During the FY20 Budget development process the request was made for \$50,000 to go towards emergency housing needs and dealing with urgent matters such as mass displacement. These funds were approved for the FY20 year.

Discussion & Analysis:

This policy delineates how these funds can be requested and disbursed, and what eligible activities include.

How does this relate to the Comprehensive Plan:

Goal 9: Provide equitable access to high-quality education, housing and community options for all

Goal 10: Foster a healthy community

Budgetary Impact: Uses the \$50,000 that was budgeted for Emergency Housing for FY20

Recommendation: Approve for immediate implementation



## Chatham County Emergency Housing Funds

The Chatham County Emergency Housing Fund is comprised of funds allocated for emergency housing by the Chatham County Board of Commissioners in a given fiscal year.

The purpose of the Emergency Housing Funds are to provide support in case of mass displacement, homelessness or need of immediate shelter. Due to the need for expedient access to funds for individuals or families who are displaced, at risk of being displaced, and in need of emergency shelter or housing, the emergency housing funds will follow a separate process from the Chatham County Affordable Housing Trust Fund.

In order to access funds organizations must do the following:

Send a letter to Stephanie Watkins-Cruz, Policy Analyst with the Chatham County Manager's Office.

Letters can be sent via email to: [stephaniew.cruz@chathamnc.org](mailto:stephaniew.cruz@chathamnc.org)

Letters can be sent in the mail to: 12 East Street, P.O BOX 1809 Pittsboro, NC, 27312

The request for funds must include the following details:

- Description of Emergency
- Level of Urgency
- Amount Requesting
- Brief description of plan for disbursing funds if request is approved
- Any supporting data that the funding request is addressing consistent emergency needs versus risk of immediate displacement
- Organization name and address, main contact name, phone number, and email address

The letter will be reviewed by staff, and the Chair and Vice Chair of the Affordable Housing Advisory Committee. Their recommendation will be considered for approval by the County Manager or the County's Chief Financial Officer. If approved, staff will contact the main contact listed on the letter and work with them to disburse the funds.

Please note the following,

- The county cannot guarantee each request for funds will be granted to their limited nature. However, county staff will do their best to connect individuals that apply for community resources than can assist them in their time of need.
- The full amount of funding may not be available for immediate disbursement in case of mass displacement or other crisis. Staff will communicate with those who request funding for emergency housing programs about options if their funds are used before the end of the fiscal year.
- Individuals requesting funding will be connected to a local organization who may request on their behalf and assist with the disbursement of funds and connection to resources to address the emergency housing need or needs in question.
- Reporting on the use of funds and outcomes of those served will be required.

If you have any questions, please contact Stephanie Watkins-Cruz at [stephaniew.cruz@chathamnc.org](mailto:stephaniew.cruz@chathamnc.org) or 919-545-8398.



# Chatham County, NC

## Text File

File Number: 19-3178

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Work Session

**In Control:** Parks and Recreation

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to approve the Earl Thompson Park Master Plan and Southwest Park Master Plan

**Action Requested:**

Motion to approve the Earl Thompson Park Master Plan and Southwest Park Master Plan

**Introduction & Background:**

The Comprehensive Parks and Recreation Master Plan was completed February 2019. A recommendation from the master plan is to upgrade park master plans and cost estimates to reflect changes in demographics and recreation trends, and current construction costs. In order to begin the process to upgrade the plans, the staff decided to complete park master plans for the first two parks constructed by the department and ecstastically both parks are located on each end of the county and the two parks are The Earl Thompson Park and Southwest District Park.

**Discussion & Analysis:**

The Earl Thompson Park is located in Bynum and the Southwest District Park is located next to Chatham Central High School. The overall approach for the master plans was to leveraged the results of the Parks and Recreation Comprehensive Plan input as well as facilitate additional public open houses specific to the parks. At each meeting, attendees were asked to provide input on response boards as well as complete a small questionnaire. The recreation staff offered desired park amenities and park programming. The Landscape Architects gathered all the information and completed a redevelopment of the two parks to produce the master plans. The final product is a park rendering, community engagement summary and a master plan level cost estimate.

**How does this relate to the Comprehensive Plan:**

Provide recreational opportunities and access to open space.

**Budgetary Impact:**

Full buildout cost estimate of \$2,802,638.95 for Earl Thompson Park and \$5,088,393.70 for Southwest Park. Grants and other funding options will be pursued to potentially offset the cost.

Recommendation

Motion to approve the Earl Thompson Park Master Plan and Southwest Park Master Plan.



EARL THOMPSON PARK > MASTER PLAN

LEGEND

- PROPERTY LINE
- 100-YEAR FLOODPLAIN
- /---

 SETBACKS / BUFFERS
- 500-YEAR FLOODPLAIN

NOTES:

1. This concept plan is preliminary in nature and subject to change.
2. All base data has been provided by Chatham County GIS and should be confirmed with a topographic and boundary survey prior to development of construction drawings.
3. This concept diagram does not consider subsurface conditions such as utilities, unsuitable soils, rock or other elements that may influence the park configuration or location of amenities. A preliminary soils, Geotech or similar investigations should inform the final concept design.
4. Compacted gravel trail locations are preliminary in nature. Actual location of all trails shall be placed in a way that preserves existing natural vegetation to the greatest extent possible.
5. All existing vegetation within the Protected Species buffers shall be protected to the greatest extent possible.
6. All stormwater control measures are preliminary and all stormwater shall be treated through vegetated conveyances discharging at a non-erosive velocity.



STATE PARK FUTURE CANOE  
LAUNCH AND PARKING  
RENOVATIONS

POSSIBLE POKEBERRY  
CREEK TRAIL CONNECTION



## CONCEPT PLAN - EARL THOMPSON PARK

ACTIVITY	Facility Description	Unit Cost	Unit	Quantity	Total Cost	Assumptions
General						
Mobilization	equipment, manpower, materials, etc.	0.05	Lump Sum	1	\$ 91,263.10	
Erosion Control	silt fence, check dams, sediment protection, etc	\$40,000.00	Lump Sum	1	\$ 40,000.00	
Overall Demolition	field fencing, lighting, playground, restroom building, etc	\$40,000.00	Lump Sum	1	\$ 40,000.00	
Subtotal General					\$ 171,263.10	
Exterior Items						
Open Lawn	(+/-) 70,686 sf open green lawn (seed + straw)	\$0.09	SF	70,686	\$ 6,361.74	Bermuda Sod - 1.50; bermuda sprig - .13 (1,000Sf) 3 mos.
Irrigation	For open lawn and misc landscape areas	\$60,000.00	Lump Sum	1	\$ 60,000.00	
Interpretive Arts + History Center	(+/-) 4,300 sf climate controlled building with restrooms	\$430,000.00	Lump Sum	1	\$ 430,000.00	\$100 per square foot for building construction costs
Picnic Shelter	Small (+/-) 1,200 sf open air shelter	\$68.97	SF	1,200	\$ 82,764.00	
All-Inclusive Playground	Nature play themed	\$160,000.00	Lump Sum	1	\$ 160,000.00	
Amphitheater	Stone veneer seatwalls (120 lf @ 18" HT)	\$275.00	LF	120	\$ 33,000.00	
Maintenance Yard + Building	1,300 sf building with gravel yard	\$175,000.00	Lump Sum	1	\$ 175,000.00	No restrooms
Place of Pause	Labyrinth, meditation garden, 50 lf stone veneer seat wall	\$275.00	LF	50	\$ 13,750.00	
Trail Boardwalk	6-ft wide at stream crossings	\$30.00	SF	240	\$ 7,200.00	
Boardwalk Ramp	10-ft wide (175 ft ramp @ history center)	\$45.00	SF	1750	\$ 78,750.00	
Nature Trails	Natural Surface - Design Build	\$2,500.00	Lump Sum	1	\$ 2,500.00	Donated labor - dirt paths (clearing required)
Sidewalks	6-ft wide (typical)	\$9.00	SF	16,394	\$ 147,546.00	
Enhanced Landscaping Allowance	foundation plantings, parking lot trees, screening materials, etc	\$20,000.00	Lump Sum	1	\$ 20,000.00	
Furnishings	benches, trash, tables + chairs, etc	\$30,000.00	Lump Sum	1	\$ 30,000.00	
Public Art Installation	Public art in coordination with community (1% of project budget)	\$19,000.00	Lump Sum	1	\$ 19,000.00	Per Comprehensive Parks and Recreation Master Plan
Park Signage	Wayfinding + Entry	\$25,000.00	Lump Sum	1	\$ 25,000.00	
Utility Work (electric, water, sewer)	various upgrades and extension of services to park amenities	\$15,000.00	Lump Sum	1	\$ 15,000.00	
Subtotal Exterior Items					\$ 1,305,871.74	
Parking Lot + Roadway + Infrastructure						
Asphalt	(3" Asphalt, 6" Stone)	\$31.60	SY	4,378	\$ 138,344.80	
Curb + Gutter		\$30.00	LF	700	\$ 21,000.00	
Gravel Drive	(6" Gravel)	\$1.70	SF	4841	\$ 8,229.70	
Playground Mulch		\$6.52	SF	5504	\$ 35,886.08	
Retaining Walls	Engineered with geo grid	\$29.98	SF	2000	\$ 59,960.00	
Subtotal Parking Lot + Roadway					\$ 263,420.58	
Stormwater + Conveyance						
Vegetated Swale	trapezoidal (3' min bottom width)	\$30,000.00	Lump Sum	1	\$ 30,000.00	
Storm Drainage (pipes, structures,inlets, etc)	(6" HDPE Underdrain)	\$35.00	LF	500	\$ 17,500.00	
Subtotal Stormwater + Drainage					\$ 47,500.00	
Earthwork						
Cut/Fill	for parking lot and sidewalk network	\$100,000.00	Lump Sum	1	\$ 100,000.00	
Fine Grading		\$0.95	SY	29968	\$ 28,469.60	
Subtotal Stormwater + Drainage					\$ 128,469.60	
Subtotal					\$1,919,025.02	
20% Contingency					\$ 383,805.00	
Contractor General Conditions, Overhead, Profit (10.00%)					\$ 184,226.40	
Bonding + Insurance (1.75%)					\$ 40,299.53	
10% Soft Cost (Design Fees, etc.)					\$ 225,283.00	
Allowances						
Environmental Disturbance Permitting		\$25,000.00	Lump Sum	1	\$ 25,000.00	
Site Survey		\$25,000.00	Lump Sum	1	\$ 25,000.00	
Subtotal Allowances					\$ 50,000.00	
Total					\$2,802,638.95	

This estimate of probable cost is preliminary and based upon the conceptual design for Earl Thompson Park dated June 25, 2019, which is subject to change through the detailed construction drawing process and industry escalation. McAdams has no control over unforeseen subsurface conditions, the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices or competitive bidding and market conditions. This Estimate of Probable Cost of construction is made on the basis of experience, qualifications, and best judgement of McAdams. McAdams cannot and does not guarantee that proposals, bids or actual construction costs will not vary from this or subsequent cost estimates.



SOUTHWEST DISTRICT PARK > MASTER PLAN

LEGEND

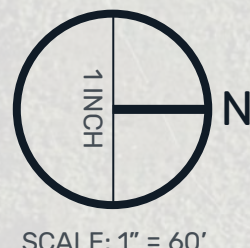
- PROPERTY LINE
- 1/2 MILE WALKING LOOP
- SETBACKS / BUFFERS

PARKING

Total Proposed Parking: 141 spaces

NOTES:

1. This concept plan is preliminary in nature and subject to change.
2. All base data has been provided by Chatham County GIS and should be confirmed with a topographic and boundary survey prior to development of construction drawings.
3. This concept diagram does not consider subsurface conditions such as utilities, unsuitable soils, rock or other elements that may influence the park configuration or location of amenities. A preliminary soils, Geotech or similar investigations should inform the final concept design.
4. Compacted gravel trail locations are preliminary in nature. Actual location of all trails shall be placed in a way that preserves existing natural vegetation to the greatest extent possible.
5. All existing vegetation within the 100' and 200' Protected Species Riparian Buffers shall be protected to the greatest extent possible.
6. All stormwater control measures are preliminary and all stormwater shall be treated through vegetated conveyances discharging at a non-erosive velocity.





Concept Plan - Southwest District Park									
Activity	Facility Description	Unit Cost	Unit	Quantity	Total Cost	Assumptions			
General									
Mobilization	equipment, manpower, materials, etc.	0.05	Lump Sum	1	\$ 166,961.40				
Erosion Control	silt fence, check dams, sediment protection, etc	\$20,000.00	Lump Sum	1	\$ 20,000.00				
Overall Demolition	existing playground, gravel drive	\$50,000.00	Lump Sum	1	\$ 50,000.00				
Subtotal General					\$ 236,961.40				
Exterior Items									
Shelter Renovation	update kitchen, restrooms and exterior furnishings	\$50,000.00	Lump Sum	1	\$ 50,000.00				
Splash Pad	(+/-) 5,000 sf + aluminum fencing	\$300,000.00	Lump Sum	1	\$ 300,000.00	Equipment - 250,000, plumbing and concrete - 50,000			
Shade Structure	5 custom shade sails (designed by others)	\$25.00	SF	1,500	\$ 37,500.00	Sails + Footings included within cost			
Small Playground	Small (+/-) 2,633 sf	\$100,000.00	Lump Sum	1	\$ 100,000.00				
Picnic Shelter	Small (+/-) 900 SF, open air shelter	\$68.97	SF	900	\$ 62,073.00				
Large Playground	Large (+/-) 6,500 sf Inclusive Playground Equipment	\$160,000.00	Lump Sum	1	\$ 160,000.00				
Gravel Trail	(+/-) .75 miles Expansion (8-ft wide 4" thick)	\$5.68	SY	3520	\$ 19,993.60				
Maintenance Building + Yard	1,300 sf building with gravel yard	\$175,000.00	Lump Sum	1	\$ 175,000.00	No restrooms			
Community Building	(+/- 7,700 sf) Indoor office, community gathering space	\$770,000.00	Lump Sum	1	\$ 770,000.00	\$100 per square foot for building construction costs			
Basketball Court	1 Court - concrete, goals, court surfacing and fencing	\$165,405.00	Lump Sum	1	\$ 165,405.00	Man hours + removal of understory and providing trail blazes			
Tennis/Pickle Ball Courts	2 Courts - concrete, netting, court surfacing and fencing	\$350,000.00	Lump Sum	1	\$ 350,000.00				
Enhanced Landscaping	foundation plantings, parking lot trees, screening materials, etc	\$55,000.00	Lump Sum	1	\$ 55,000.00				
Furnishings	benches, trash, tables + chairs, etc	\$50,000.00	Lump Sum	1	\$ 50,000.00				
Park Signage	Wayfinding + Entry	\$25,000.00	Lump Sum	1	\$ 25,000.00				
Public Art Installment	1% of project budget incorporated within project	\$30,000.00	Lump Sum	1	\$ 30,000.00	Per Comprehensive Parks and Recreation Master Plan			
Sidewalks	6-ft wide concrete sidewalk	\$9.00	SF	28142	\$ 253,278.00				
Irrigation	For existing multi-use field and misc landscape beds	\$80,000.00	Lump Sum	1	\$ 80,000.00				
Utility Work (electric, water, sewer)	various upgrades and extension of services to park amenties	\$45,000.00	Lump Sum	1	\$ 45,000.00				
Subtotal Exterior Items					\$ 2,728,249.60				
Parking Lot + Roadway + Infrastructure									
Asphalt	(3" Asphalt, 6" Stone)	\$31.60	SY	9,594	\$ 303,158.08				
Curb + Gutter		\$30.00	LF	550	\$ 16,500.00				
Gravel Drive	(6" Gravel)	\$13.00	SY	537	\$ 6,981.00				
Playground Surface	Large All Inclusive Playground	\$18.00	SF	6500	\$ 117,000.00				
Playground Mulch	Small Playground	\$39.00	CY	391	\$ 15,249.00				
Subtotal Parking Lot + Roadway					\$ 458,888.08				
Earthwork									
Cut/Fill		\$80,000.00	Lump Sum	1	\$ 80,000.00				
Fine Grading		\$0.95	SY	2200	\$ 2,090.00				
Subtotal Stormwater + Drainage					\$ 82,090.00				
Subtotal					\$3,506,189.08				
20% Contingency					\$ 701,237.82				
Contractor General Conditions, Overhead, Profit (10.00%)					\$ 336,594.15				
Bonding + Insurance (1.75%)					\$ 73,629.97				
10% Soft Cost (Design Fees, etc.)					\$ 420,742.69				
Allowances									
Environmental Disturbance Permitting		\$20,000.00	Lump Sum	1	\$ 20,000.00				
Site Survey		\$30,000.00	Lump Sum	1	\$ 30,000.00				
Subtotal Allowances					\$ 50,000.00				
Total					\$5,088,393.70				
This estimate of probable cost is preliminary and based upon the conceptual design for Siytwest District Park dated June 25, 2019, which is subject to change through the detailed construction drawing process and industry escalation. McAdams has no control over unforeseen subsurface conditions, the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices or competitive bidding and market conditions. This Estimate of Probable Cost of construction is made on the basis of experience, qualifications, and best judgement of McAdams. McAdams cannot and does not guarantee that proposals, bids or actual construction costs will not vary from this or subsequent cost estimates.									

# Earl Thompson & Southwest District Park Master Plans



# Background

- ▶ The Comprehensive Parks and Recreation Master Plan was completed February 2019.
- ▶ A recommendation from the master plan is to upgrade park master plans and cost estimates to reflect changes in demographics and recreation trends and current construction costs.
- ▶ Earl Thompson Park located in Bynum and Southwest Park located in Bear Creek, are the first two we decided to upgrade since they were constructed first and on each end of the county.
- ▶ The overall approach for the master plans was to leverage the results of the Parks and Recreation Comprehensive Plan input, as well as facilitate additional public open houses specific to the parks.
- ▶ At each meeting, attendees were asked to provide input on response boards, as well as complete a small questionnaire.
- ▶ Parks and Recreation staff offered valuable insight regarding existing maintenance and operations, desired park amenities and park programming.
- ▶ Recreation Advisory Committee attended the open houses and provided comments and feedback on the plans.
- ▶ The Landscape Architects gathered all the information and completed a redevelopment of the two parks to produce the Master Plans.
- ▶ The final product is a park rendering, community engagement summary and a master plan cost estimate.

# Community Engagement Summary

## Earl Thompson Park

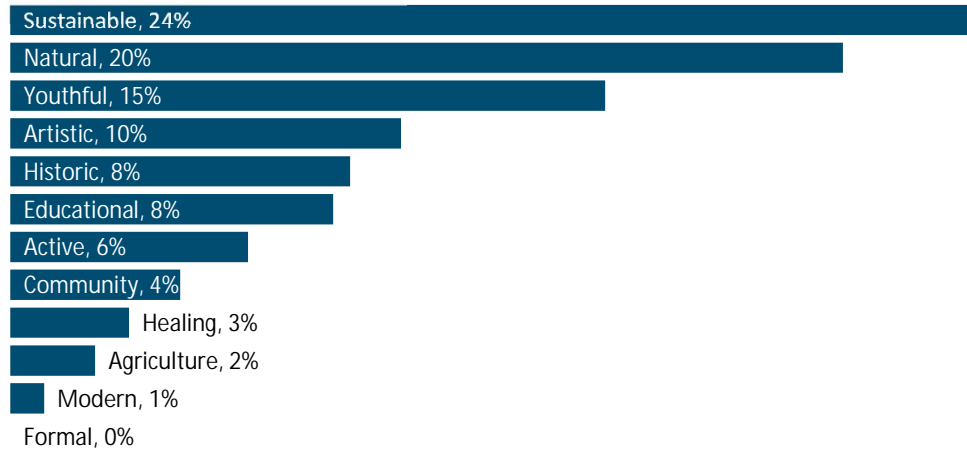
- ▶ The first meeting was facilitated by county staff at the annual Clyde Fest held on park property.
- ▶ The second and third public open houses were held at Bynum Ruritan Club.



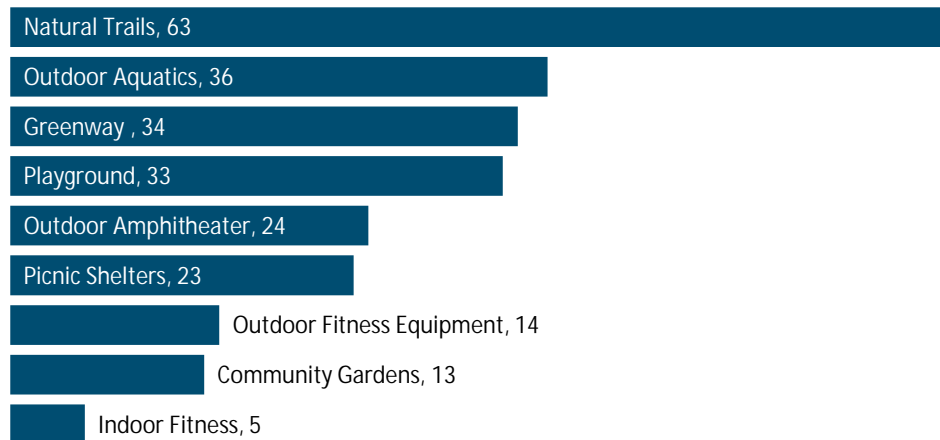


# The Results for Earl Thompson Park

## Park Character

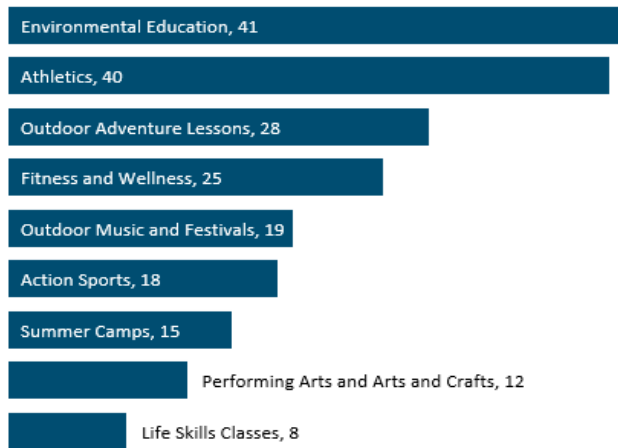


## Amenity Needs

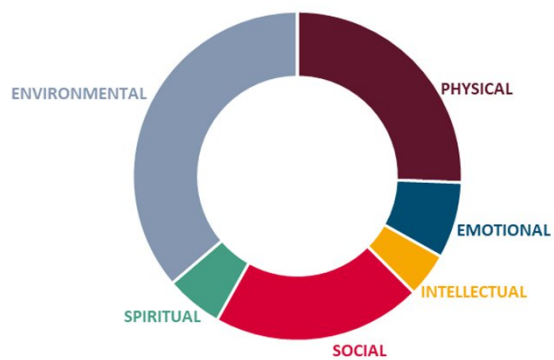


# Earl Thompson Park

## Program Needs

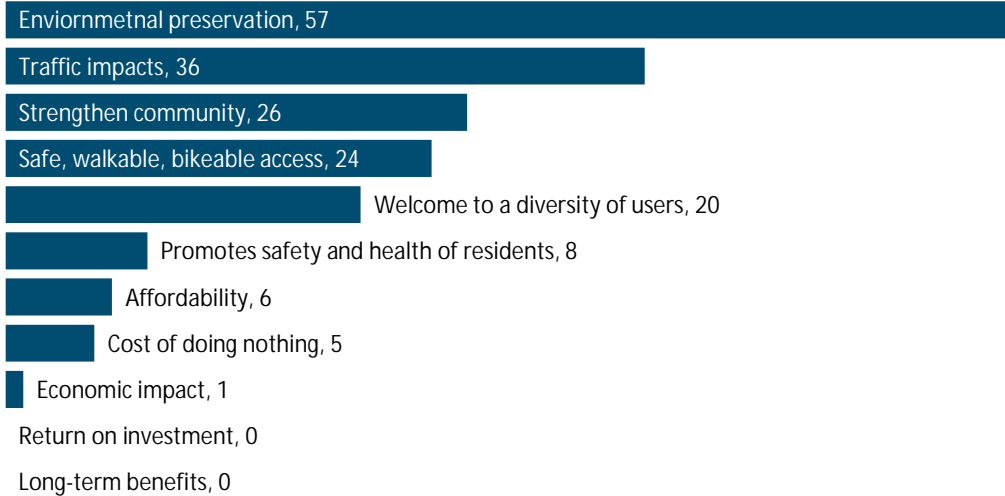


## Health & Wellness



# Earl Thompson Park

## Criteria for Prioritization



## EARL THOMPSON PARK SUMMARY OF FINDINGS

### Core Programming

1. Natural Trails
2. Greenway
3. Playground
4. Outdoor Amphitheater
5. Outdoor Aquatics
6. Outdoor Adventure
7. Picnic Shelters
8. Fitness and Wellness

### Secondary Programming

1. Shaded Seating
2. Wildlife Habitat
3. Environmental Education
4. Accessible Parking
5. Wayfinding Signage

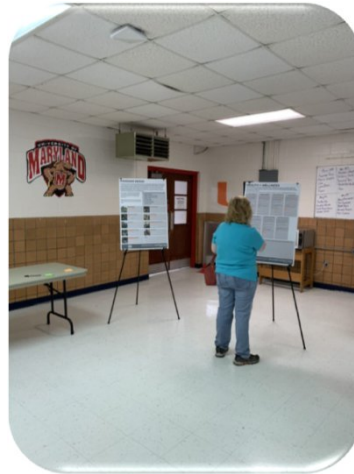
### Park Character

1. Sustainable
2. Natural
3. Youthful

# Community Engagement Summary

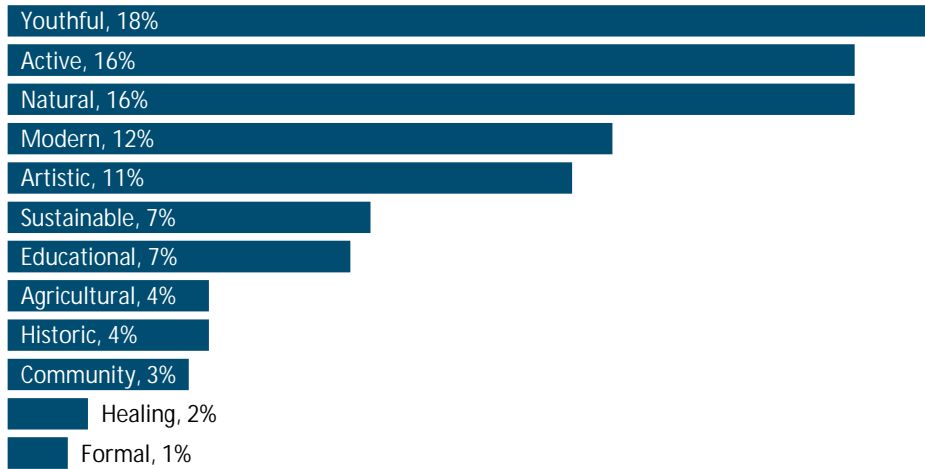
## Southwest District Park

- ▶ These materials were gathered from a staff-led Jamboree held at Bonlee Recreation Park.
- ▶ The second and third public open houses were held at Chatham Central High School.

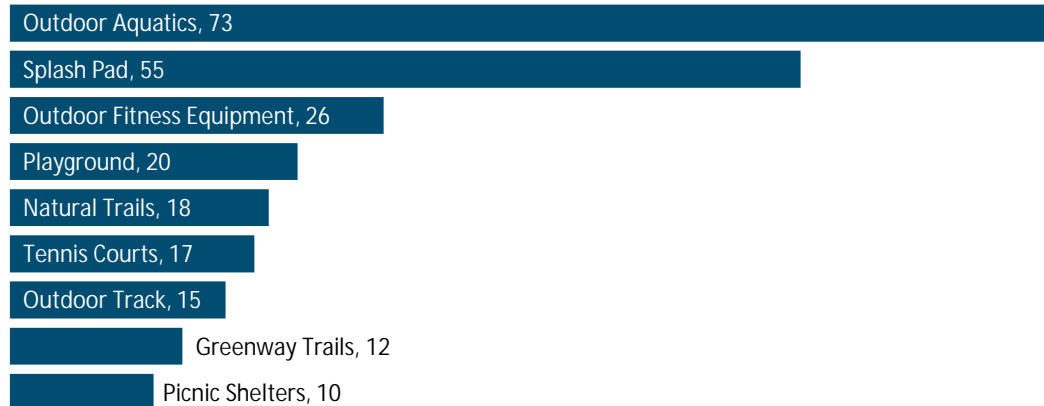


## The Results for Southwest District Park

### Park Character



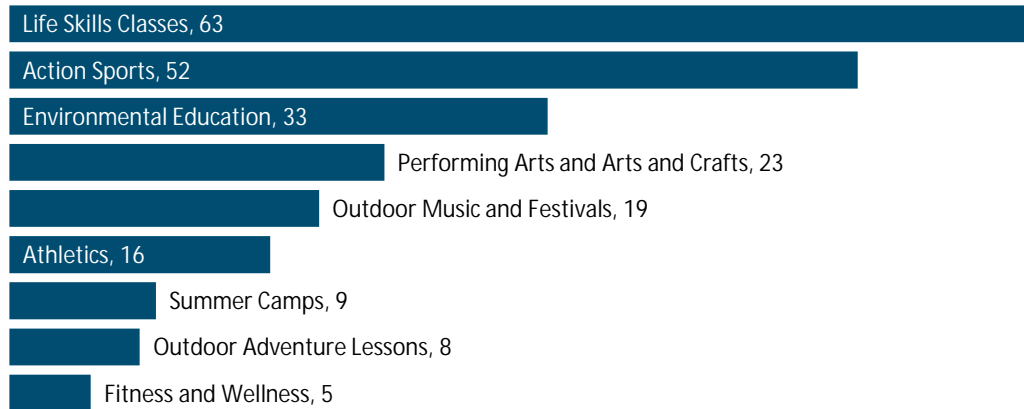
### Amenity Needs



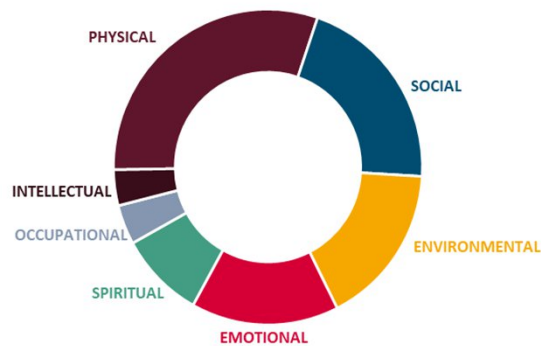


# Southwest District Park

## Program Needs

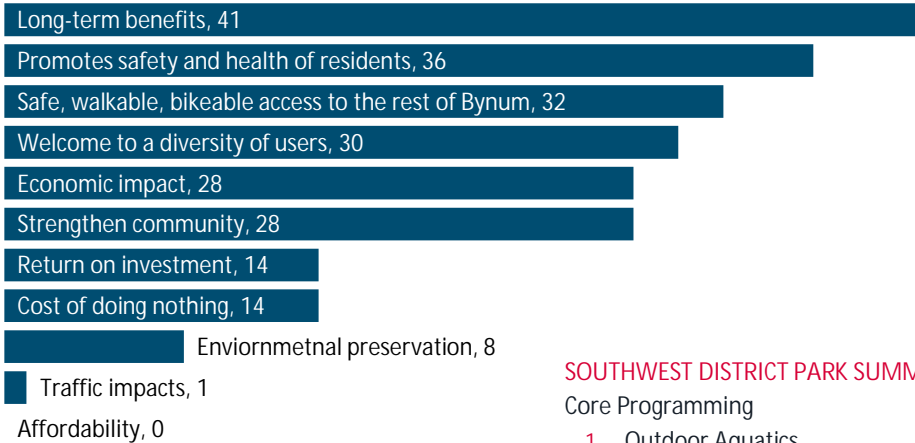


## Health & Wellness



# Southwest District Park

## Criteria for Prioritization



## SOUTHWEST DISTRICT PARK SUMMARY OF FINDINGS

### Core Programming

1. Outdoor Aquatics
2. Splash Pad
3. Playgrounds
4. Ball Courts (Tennis, Basketball, etc.)
5. Outdoor Fitness Equipment

### Secondary Programming

1. Shaded Seating
2. Flower Fields
3. Accessible Parking

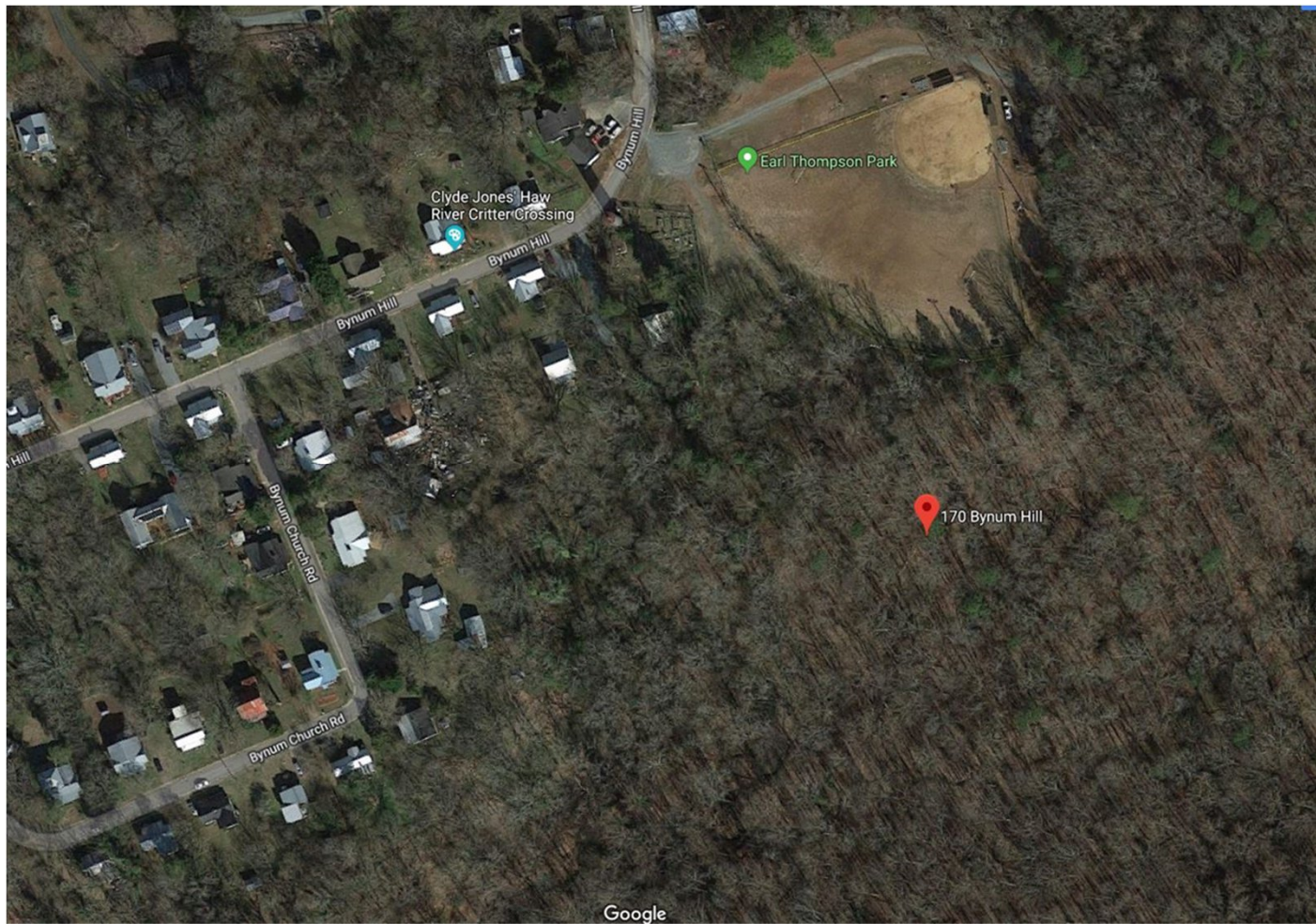
### Park Character

1. Youthful
2. Natural

6. Expanded/Paved Walking Trail(s)
7. Community Center with Life Skills classes
8. Art Festivals and Concerts
9. Outdoor Adventure Play
10. Batting cages

4. Pedestrian Lighting
5. Wayfinding Signage

3. Active
4. Modern



Aerial view of Earl Thompson Park



# Redeveloped plan for Earl Thompson Park

## Highlights

- Open Lawn
- Nature Trails
- Picnic Shelter
- Public Art Installation
- All inclusive playground
- Arts, Nature & History Center
- Place of pause
- Amphitheater
- Maintenance building







Aerial view of Southwest District Park



# Redeveloped plan for Southwest District Park

## Highlights

- Shelter renovations
- Splash pad
- Upgrade small playground
- Add large inclusive playground
- Community Building +/- 7,700 sq ft
- Tennis/Pickle ball courts
- Basketball courts
- Public art installation
- Maintenance building



## CONCEPT PLAN - EARL THOMPSON PARK

ACTIVITY	Facility Description	Unit Cost	Unit	Quantity	Total Cost	Assumptions
<b>General</b>						
Mobilization	equipment, manpower, materials, etc.	0.05	Lump Sum	1	\$ 91,263.10	
Erosion Control	silt fence, check dams, sediment protection, etc	\$40,000.00	Lump Sum	1	\$ 40,000.00	
Overall Demolition	field fencing, lighting, playground, restroom building, etc	\$40,000.00	Lump Sum	1	\$ 40,000.00	
Subtotal General					\$ 171,263.10	
<b>Exterior Items</b>						
Open Lawn	(+/-) 70,686 sf open green lawn (seed + straw)	\$0.09	SF	70,686	\$ 6,361.74	Bermuda Sod - 1.50; bermuda sprig - .13 (1,000sf) 3 mos.
Irrigation	For open lawn and misc landscape areas	\$60,000.00	Lump Sum	1	\$ 60,000.00	
Interpretive Arts + History Center	(+/-) 4,300 sf climate controlled building with restrooms	\$430,000.00	Lump Sum	1	\$ 430,000.00	\$100 per square foot for building construction costs
Picnic Shelter	Small (+/-) 1,200 sf open air shelter	\$68.97	SF	1,200	\$ 82,764.00	
All-Inclusive Playground	Nature play themed	\$160,000.00	Lump Sum	1	\$ 160,000.00	
Amphitheater	Stone veneer seatwalls (120 lf @ 18" HT)	\$275.00	LF	120	\$ 33,000.00	
Maintenance Yard + Building	1,300 sf building with gravel yard	\$175,000.00	Lump Sum	1	\$ 175,000.00	No restrooms
Place of Pause	Labyrinth, meditation garden, 50 lf stone veneer seat wall	\$275.00	LF	50	\$ 13,750.00	
Trail Boardwalk	6-ft wide at stream crossings	\$30.00	SF	240	\$ 7,200.00	
Boardwalk Ramp	10-ft wide (175 ft ramp @ history center)	\$45.00	SF	1750	\$ 78,750.00	
Nature Trails	Natural Surface - Design Build	\$2,500.00	Lump Sum	1	\$ 2,500.00	Donated labor - dirt paths (clearing required)
Sidewalks	6-ft wide (typical)	\$9.00	SF	16,394	\$ 147,546.00	
Enhanced Landscaping Allowance	foundation plantings, parking lot trees, screening materials, etc	\$20,000.00	Lump Sum	1	\$ 20,000.00	
Furnishings	benches, trash, tables + chairs, etc	\$30,000.00	Lump Sum	1	\$ 30,000.00	
Public Art Installation	Public art in coordination with community (1% of project budget)	\$19,000.00	Lump Sum	1	\$ 19,000.00	Per Comprehensive Parks and Recreation Master Plan
Park Signage	Wayfinding + Entry	\$25,000.00	Lump Sum	1	\$ 25,000.00	
Utility Work (electric, water, sewer)	various upgrades and extension of services to park amenities	\$15,000.00	Lump Sum	1	\$ 15,000.00	
Subtotal Exterior Items					\$ 1,305,871.74	
<b>Parking Lot + Roadway + Infrastructure</b>						
Asphalt	(3" Asphalt, 6" Stone)	\$31.60	SY	4,378	\$ 138,344.80	
Curb + Gutter		\$30.00	LF	700	\$ 21,000.00	
Gravel Drive	(6" Gravel)	\$1.70	SF	4841	\$ 8,229.70	
Playground Mulch		\$6.52	SF	5504	\$ 35,886.08	
Retaining Walls	Engineered with geo grid	\$29.98	SF	2000	\$ 59,960.00	
Subtotal Parking Lot + Roadway					\$ 263,420.58	
<b>Stormwater + Conveyance</b>						
Vegetated Swale	trapezoidal (3' min bottom width)	\$30,000.00	Lump Sum	1	\$ 30,000.00	
Storm Drainage (pipes, structures, inlets, etc)	(6" HDPE Underdrain)	\$35.00	LF	500	\$ 17,500.00	
Subtotal Stormwater + Drainage					\$ 47,500.00	
<b>Earthwork</b>						
Out/Fill	for parking lot and sidewalk network	\$100,000.00	Lump Sum	1	\$ 100,000.00	
Fine Grading		\$0.95	SY	29968	\$ 28,469.60	
Subtotal Stormwater + Drainage					\$ 128,469.60	
Subtotal					\$1,919,025.02	
20% Contingency					\$ 383,805.00	
Contractor General Conditions, Overhead, Profit (10.00%)					\$ 184,226.40	
Bonding + Insurance (1.75%)					\$ 40,299.53	
10% Soft Cost (Design Fees, etc.)					\$ 225,283.00	
<b>Allowances</b>						
Environmental Disturbance Permitting		\$25,000.00	Lump Sum	1	\$ 25,000.00	
Site Survey		\$25,000.00	Lump Sum	1	\$ 25,000.00	
Subtotal Allowances					\$ 50,000.00	
Total					\$2,802,638.95	

This estimate of probable cost is preliminary and based upon the conceptual design for Earl Thompson Park dated June 25, 2019, which is subject to change through the detailed construction drawing process and industry escalation. McAdams has no control over unforeseen subsurface conditions, the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices or competitive bidding and market conditions. This Estimate of Probable Cost of construction is made on the basis of experience, qualifications, and best judgement of McAdams. McAdams cannot and does not guarantee that proposals, bids or actual construction costs will not vary from this or subsequent cost estimates.



CONCEPT PLAN - SOUTHWEST DISTRICT PARK						
ACTIVITY	Facility Description	Unit Cost	Unit	Quantity	Total Cost	Assumptions
<b>General</b>						
Mobilization	equipment, manpower, materials, etc.	0.05	Lump Sum	1	\$ 166,961.40	
Erosion Control	silt fence, check dams, sediment protection, etc	\$20,000.00	Lump Sum	1	\$ 20,000.00	
Overall Demolition	existing playground, gravel drive	\$50,000.00	Lump Sum	1	\$ 50,000.00	
					<b>Subtotal General</b>	<b>\$ 236,961.40</b>
<b>Exterior Items</b>						
Shelter Renovation	update kitchen, restrooms and exterior furnishings	\$50,000.00	Lump Sum	1	\$ 50,000.00	
Splash Pad	(+/-) 5,000 sf + aluminum fencing	\$300,000.00	Lump Sum	1	\$ 300,000.00	Equipment - 250,000, plumbing and concrete - 50,000
Shade Structure	5 custom shade sails (designed by others)	\$25.00	SF	1,500	\$ 37,500.00	Sails + Footings included within cost
Small Playground	Small (+/-) 2,633 sf	\$100,000.00	Lump Sum	1	\$ 100,000.00	
Picnic Shelter	Small (+/-) 900 SF, open air shelter	\$68.97	SF	900	\$ 62,073.00	
Large Playground	Large (+/-) 6,500 sf Inclusive Playground Equipment	\$160,000.00	Lump Sum	1	\$ 160,000.00	
Gravel Trail	(+/-) .75 miles Expansion (8-ft wide 4" thick)	\$5.68	SY	3520	\$ 19,993.60	
Maintenance Building + Yard	1,300 sf building with gravel yard	\$175,000.00	Lump Sum	1	\$ 175,000.00	No restrooms
Community Building	(+/- 7,700 sf) Indoor office, community gathering space	\$770,000.00	Lump Sum	1	\$ 770,000.00	\$100 per square foot for building construction costs
Basketball Court	1 Court - concrete, goals, court surfacing and fencing	\$165,405.00	Lump Sum	1	\$ 165,405.00	Man hours + removal of understory and providing trail blazes
Tennis/Pickle Ball Courts	2 Courts - concrete, netting, court surfacing and fencing	\$350,000.00	Lump Sum	1	\$ 350,000.00	
Enhanced Landscaping	foundation plantings, parking lot trees, screening materials, etc	\$55,000.00	Lump Sum	1	\$ 55,000.00	
Furnishings	benches, trash, tables + chairs, etc	\$50,000.00	Lump Sum	1	\$ 50,000.00	
Park Signage	Wayfinding + Entry	\$25,000.00	Lump Sum	1	\$ 25,000.00	
Public Art Installment	1% of project budget incorporated within project	\$30,000.00	Lump Sum	1	\$ 30,000.00	Per Comprehensive Parks and Recreation Master Plan
Sidewalks	6-ft wide concrete sidewalk	\$9.00	SF	28142	\$ 253,278.00	
Irrigation	For existing multi-use field and misc landscape beds	\$80,000.00	Lump Sum	1	\$ 80,000.00	
Utility Work (electric, water, sewer)	various upgrades and extension of services to park amenities	\$45,000.00	Lump Sum	1	\$ 45,000.00	
					<b>Subtotal Exterior Items</b>	<b>\$ 2,728,249.60</b>
<b>Parking Lot + Roadway + Infrastructure</b>						
Asphalt	(3" Asphalt, 6" Stone)	\$31.60	SY	9,594	\$ 303,158.08	
Curb + Gutter		\$30.00	LF	550	\$ 16,500.00	
Gravel Drive	(6" Gravel)	\$13.00	SY	537	\$ 6,981.00	
Playground Surface	Large All Inclusive Playground	\$18.00	SF	6500	\$ 117,000.00	
Playground Mulch	Small Playground	\$39.00	CY	391	\$ 15,249.00	
					<b>Subtotal Parking Lot + Roadway</b>	<b>\$ 458,888.08</b>
<b>Earthwork</b>						
Cut/Fill		\$80,000.00	Lump Sum	1	\$ 80,000.00	
Fine Grading		\$0.95	SY	2200	\$ 2,090.00	
					<b>Subtotal Stormwater + Drainage</b>	<b>\$ 82,090.00</b>
					<b>Subtotal</b>	<b>\$3,506,189.08</b>
					<b>20% Contingency</b>	<b>\$ 701,237.82</b>
					<b>Contractor General Conditions, Overhead, Profit (10.00%)</b>	<b>\$ 336,594.15</b>
					<b>Bonding + Insurance (1.75%)</b>	<b>\$ 73,629.97</b>
					<b>10% Soft Cost (Design Fees, etc.)</b>	<b>\$ 420,742.69</b>
<b>Allowances</b>						
Environmental Disturbance Permitting		\$20,000.00	Lump Sum	1	\$ 20,000.00	
Site Survey		\$30,000.00	Lump Sum	1	\$ 30,000.00	
					<b>Subtotal Allowances</b>	<b>\$ 50,000.00</b>
					<b>Total</b>	<b>\$5,088,393.70</b>
This estimate of probable cost is preliminary and based upon the conceptual design for Siytwest District Park dated June 25, 2019, which is subject to change through the detailed construction drawing process and industry escalation. McAdams has no control over unforeseen subsurface conditions, the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices or competitive bidding and market conditions. This Estimate of Probable Cost of construction is made on the basis of experience, qualifications, and best judgement of McAdams. McAdams cannot and does not guarantee that proposals, bids or actual construction costs will not vary from this or subsequent cost estimates.						

# Grants and other funding

- ▶ Friends Groups - To apply and receive grants that county government can't apply for or fundraise.
- ▶ Potential Grants
- ▶ Naming Rights - Policy in the works.
- ▶ Investment Campaign - To start an investment campaign for both parks to leverage other funds.
- ▶ Use left over Parks Reserves funds to construct some facilities or help jumpstart a campaign for both parks. This was an annual contribution that started in FY2009 and ended in FY2011.
- ▶ Consider reestablishing the annual contributions to a parks reserve fund for park/trail construction.
- ▶ New legislative goal requesting special legislation to allow Chatham County to use fees collected pursuant to GS 153A-331(c) to be used for the development of recreation, park, or open space sites, in addition to land acquisition. The current legislation limits the use of recreation fees collected by counties to be used solely for land acquisition, whereas the corresponding municipal legislation GS 160A-372(e) allows cities the option to use them for land acquisition or construction of facilities.

## Contents and Requirements of Ordinance

153A-331 (c) A subdivision control ordinance may provide that a developer may provide funds to the county whereby the county may acquire recreational land or areas to serve the development or subdivision, including the purchase of land that may be used to serve more than one subdivision or development within the immediate area.

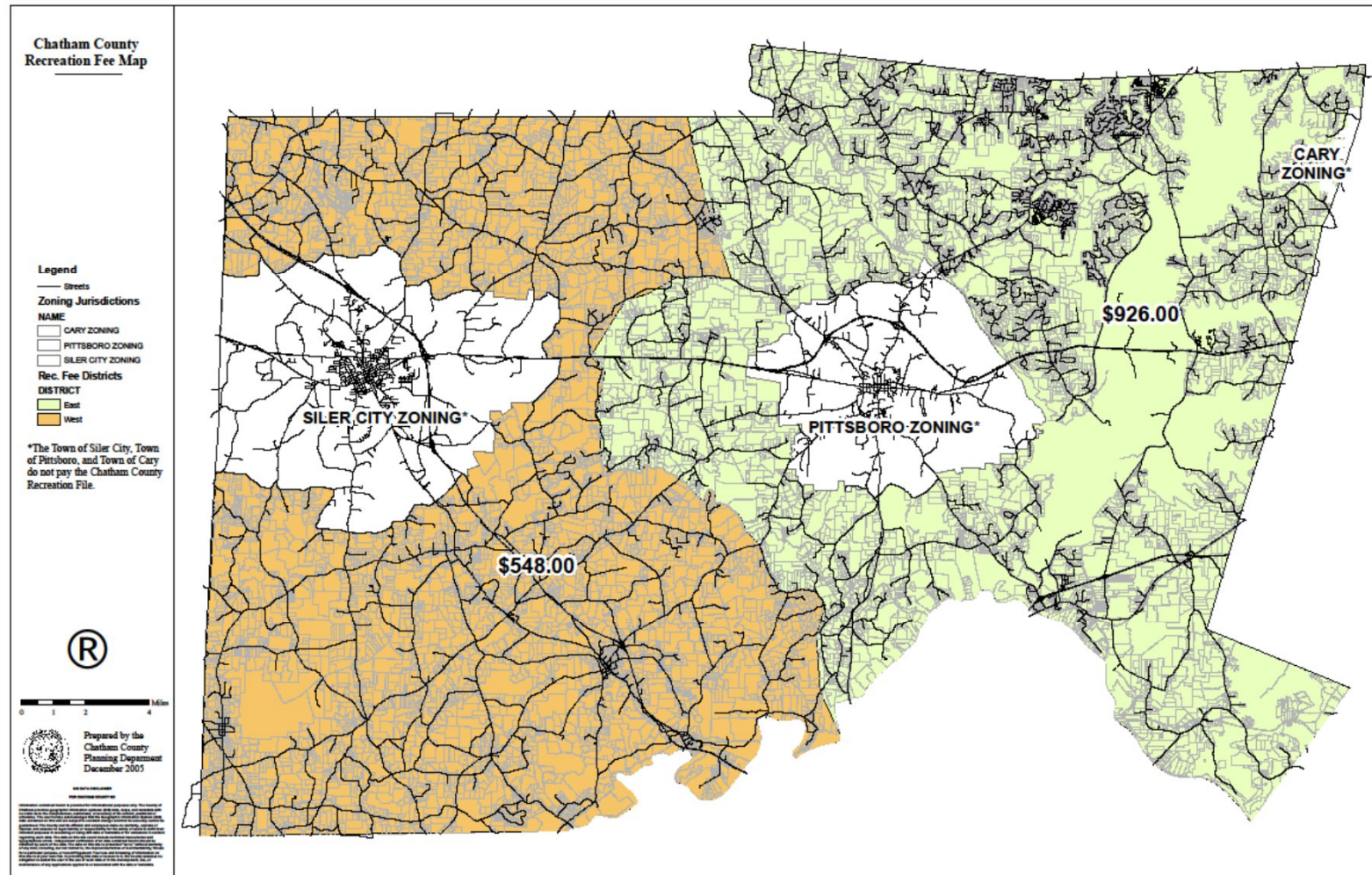
160A-372 (e) The ordinance may provide that a developer may provide funds to the city where by the city may acquire recreational land or areas to serve the development or subdivision, including the purchase of land that may be used to serve more than one subdivision or development within the immediate area. All funds received by the city pursuant to this subsection shall be used only for the acquisition or development of recreation, park, or open space sites. Any formula enacted to determine the amount of funds that are to be provided under this subsection shall be based on the value of the development or subdivision for property tax purposes. The ordinance may allow a combination or partial payment of funds and partial dedication of land when the governing body of the city determines that this combination is in the best interests of the citizens of the area to be served.



# Recreation Fee District Map

- ▶ Eastern District-  
\$926 per lot
- ▶ Western District-  
\$548 per lot

The fee applies when a final plat is submitted for approval whether it's a minor (5 lot or less) or major (greater than 5 lots) and is collected by planning staff prior to releasing the mylar for recording.





# Chatham County, NC

## Text File

File Number: 19-3196

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Closed Session to discuss matters relating to economic development, property acquisition and attorney-client privilege.





# Chatham County, NC

## Text File

File Number: 19-3181

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Minutes

Vote on a request to approve the July 15, 2019 Work and Regular Session Minutes.



# Chatham County, NC

## Meeting Minutes

### Board of Commissioners

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Monday, July 15, 2019

6:00 PM

Historic Courthouse Courtroom

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#### Work Session - 1:30 PM - Historic Courthouse Courtroom

**Present:** 5 - Chair Mike Dasher, Vice Chair Diana Hales, Commissioner Jim Crawford, Commissioner Karen Howard and Commissioner Andy Wilkie

#### INTRODUCTION OF NEW STAFF

*County Manager Dan LaMontagne introduced the new Assistant County Manager, Bryan Thompson and the new Community Engagement Coordinator, Hilary Pollan.*

#### PUBLIC INPUT SESSION

*No one signed up to speak.*

#### BOARD PRIORITIES

[19-3161](#)

Receive Presentation from NC Cooperative Extension Agent Ashley Robbins on Livestock, Equine, Forages, Field Crops and Pesticide Education

**Attachments:** [BOC Presentation2019](#)

*Ashley Robbins, Chatham County Extension Agent for Livestock, Forages, Field Crops and Pesticides, gave a presentation to the Board. (Presentation attached)*

[19-3174](#)

Receive request from members of Girl Scout Troop #1006 about their "Skip the Straw" project.

**Attachments:** [Girl Scout Troop 1006 Skip the Straw Video](#)

*The Board viewed a video from members of Girl Scout Troop #1006 asking the Board to support their Silver Award Project "Skip the Straw". The Board agreed to present a resolution supporting the project at the August 19, 2019 BOC meeting.*

[19-3167](#)

Screening of the film Resilience followed by a group discussion.



**Attachments:**     [resilience event flyer generic TB](#)

*Lara Kehle, a representative of the Chatham Action and Resilience Initiative, introduced the item. Ms. Kehle stated they have been holding some community screenings of the documentary Resilience with facilitated discussions afterwards. They received a grant from Think Babies to help with the initiative. Ms. Kehle introduced the other facilitators Sara Garrison and Kristen Leonard. Angela Birch from Think Babies also attended the presentation.*

*Resilience looks at trauma and adverse childhood experiences (ACEs). The facilitators distributed some handouts including an ACEs questionnaire which was anonymous.*

*The Board, staff and audience viewed the documentary. Due to copyright reasons the Clerk paused the live stream and recording until after the film was over.*

*After the film, the facilitators asked the group if there was anything in the film that stuck out to them. Commissioner Crawford said he serves on the Board of Health and they have seen that youth contemplation of suicide is a problem in Chatham County. He thought some of the results from the state of Washington showed that this could be an area the County could address.*

*Ms. Kehle stated Chatham County Schools has bought the rights to the film. The principals, school counselors, and teachers will be screening it. They will also be presenting to the Chatham Health Alliance.*

## **CLOSED SESSION**

[19-3171](#)

Closed Session to discuss items relating to personnel and property acquisition.

**A motion was made by Vice Chair Hales, seconded by Commissioner Crawford, to approve going out of Work Session and convening in Closed Session to discuss matters relating to personnel and property acquisition. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

## **ADJOURNMENT**

**A motion was made by Vice Chair Hales, seconded by Commissioner Howard, that this meeting be adjourned. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

**End of Work Session**

**Regular Session - 6:00 PM - Historic Courthouse Courtroom****INVOCATION and PLEDGE OF ALLEGIANCE**

Chair Dasher asked everyone to pause for a moment of silence after which he invited everyone present to stand and recite the Pledge of Allegiance.

**CALL TO ORDER**

*Chairman Dasher called the meeting to order at 6:01 PM.*

**APPROVAL OF AGENDA and CONSENT AGENDA**

A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that the Agenda and Consent Agenda be approved. The motion carried by the following vote:

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

**19-3163**

Vote on a request to approve the May 30, 2019 Budget Work Session Minutes and the June 17, 2019 Work and Regular Session Minutes.

**Attachments:**     [05.30.2019 Draft Minutes](#)  
                              [06.17.2019 Draft Minutes](#)

A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that the Minutes be approved. The motion carried by the following vote:

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

**19-3164**

Vote on a request to approve appointments to the Agriculture Advisory Board.

A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that the Appointments be approved. The motion carried by the following vote:

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

**19-3165**

Vote on a request to approve appointments to the Community Advisory Committee for nursing homes and adult care homes

A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that the Appointments be approved. The motion carried by the following vote:



**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3173](#)

Vote on a request to reappoint Commissioner Mike Dasher as the County representative to TARPO and also reappoint Commissioner Diana Hales as the County alternate.

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that these Appointments be approved. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3061](#)

Vote on a request for a legislative rezoning by Chris Sanders of Sanders Automotive for a rezoning of Parcel No. 77022, located off Ruth Lane and US 15-501 N, being approximately 7.07 acres, from Conditional Use District O & I and R-1 Residential to Conditional District Neighborhood Business, Baldwin Township.

**Attachments:** [More information from the Planning department website](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that Resolution #2019-33 Adopting a Consistency Statement for the Approval of Rezoning for Chris Sanders of Sanders Automotive, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that this Ordinance Amending the Zoning Map of Chatham County for Chris Sanders of Sanders Autotmotive, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3166](#)

Vote on a request to adopt a Resolution donating easements and right-of-way to the NC DOT for the Pittsboro traffic circle improvement project and approve the easements.

**Attachments:**    [DOT Easement Resolution](#)  
                              [Maps](#)  
                              [Agreement for Entry- parcel 4](#)  
                              [Donation Agreement- parcel 4](#)  
                              [Permanet Utility Easement Agreement- parcel 4](#)  
                              [Agreement for Entry- parcel 7](#)  
                              [Donation Agreement- parcel 7](#)  
                              [Deed for Highway Right of Way- parcel 7](#)  
                              [Agreement for Entry- parcel 11](#)  
                              [Donation Agreement- parcel 11](#)  
                              [Permanent Utility Easement- parcel 11](#)  
                              [Agreement for Entry- parcel 12](#)  
                              [Donation Agreement- parcel 12](#)  
                              [Permanent Utility Easement- parcel 12](#)  
                              [Agreement for Entry- parcel 13](#)  
                              [Donation Agreement- parcel 13](#)  
                              [Temporary Construction Easement- parcel 13](#)  
                              [Agreement for Entry- parcel 17](#)  
                              [Donation Agreement- parcel 17](#)  
                              [Temporary Construction Easement- parcel 17](#)  
                              [DukeEnergy sheet UO-5 \(2019-05-17\)](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that Resolution #2019-34 Donating Easements and Right-of-Way to the NC DOT for the Pittsboro Traffic Circle Improvement Project, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

**19-3156**

Vote on a request to approve by David Johnson for subdivision First Plat review of Fern Creek Subdivision Section II, consisting of 4 lots on 21.05 acres, located off Sugar Lake Road, SR-1714, parcel #80855.

**Attachments:**    [More information from the Planning Department website](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that this Agenda Item be approved. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

**19-3153**

Vote on a request to approve process changes for fees in the Health Department.



**Attachments:**     [BOH Clinic Charges Memo](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that this Agenda Item be approved. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3155](#)

Vote on request to approve the contract with Waste Management of Carolinas Inc. and authorize County Manager to execute the contract.

**Attachments:**     [SERVICE AGREEMENT- Waste Management of the Carolinas Inc. 7.1.19](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that this Contract, attached hereto and by reference made a part hereof, be approved. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3170](#)

Vote on a request to approve an automatic aid contract between Moncure Fire Department and Apex Fire Department and authorize the County Manager to execute the agreement.

**Attachments:**     [Apex Moncure Auto Aid Contract 2018 \(Final v2\) - cwelch edits. mcgee response - Clean](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that this Contract, attached hereto and by reference made a part hereof, be approved. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3158](#)

Vote on a request for County Manager and legal counsel to negotiate and approve the renewal of the three year Microsoft Enterprise Agreement at \$161,040.00/year and authorize the County Manager to execute the agreement.

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that this Contract, attached hereto and by reference made a part hereof, be approved. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3169](#)

Vote on a request to approve detention food purchases under the US Communities Cooperative contract with US Foods (vendor) in the amount of \$110,000.00

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that this Agenda Item be approved. The motion carried by the**

following vote:

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3159](#)

Vote on a request to approve Tax Releases and Refunds

**Attachments:** [June 2019 Release and Refund Report](#)

[June 2019 NCVTS Pending Refund Report](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that the Tax Releases and Refunds, attached hereto and by reference made a part hereof, be approved. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3160](#)

Vote on a request to approve Order of Collection for 2019 property taxes.

**Attachments:** [Chatham County Charge 2019](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that the Order of Collection, attached hereto and by reference made a part hereof, be approved. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

[19-3162](#)

Vote on a request to approve Annual Settlement and Resolution, charging the Tax Collector with collections of delinquent taxes

**Attachments:** [Tax Settlement Resolution](#)

[Outstanding Property Tax](#)

[Commissioners Annual Settlement Report](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that Resolution #2019-35 Charging the Tax Collector with Collections of Delinquent Taxes, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie

## **End of Consent Agenda**

## **PUBLIC INPUT SESSION**

*Robert Butler submitted the following comments:*

*I stand in support of the Confederate Memorial Statue. That statue outside has stood for the last 112 years or so with little or no opposition. That statue stands as a memorial to the many men and young boys, some as young as 12 and 14 years old, that lost their lives and still lay in unmarked graves and never got to come home to a decent burial. My sentiments are the same as many, the opposition comes as a*



*modern day rebellion from people not from the South and from outside our state, prime example being you, our Commissioners. Four of you were not born in Chatham County or even North Carolina.*

*The War of Northern Aggression gave the people of the South no choice but to fight or be killed. If you chose not to fight then you were shot for treason. Many and most fought to save their families and farms from the onslaught of the Union Army which was under orders to burn, kill, devastate, and ravage the South. Many women and young girls were brutally raped and murdered by the fine Union Army. So you want to remove a statue of honorable men that stood to protect their families and property. I say not.*

*I thought you commissioners were to represent the people of Chatham County but it's pretty evident that is not the case. Mr. Dasher, your tweet and support of Maya Little is really appalling and a slap in the face to the people of Chatham County. Mr. Crawford, your meltdown at the last meeting was at the least very unprofessional and uncalled for. You were elected to represent the people of this county and not your self interests or associated groups, or pandering yourselves to anarchists, as you have done. We, the people of Chatham County, are tired of your partisan politics. Your arrogance and the audacity to use your political position to try to change 150 years of history is beyond reprehensible.*

*You cannot and will not erase history, no matter how hard you try. Leave the statue alone and concentrate on issues more pertinent to the tax paying citizens of Chatham County. Thank you for your time and consideration because we will not stand idly by and watch our Southern history be destroyed.*

*Mike Pool submitted the following comments:*

*I am a twenty-two year resident of Chatham County. I speak in favor of the Confederate memorial staying where it is. I have a question and I realize you don't take questions but it is something I would like addressed at a future meeting, or possibly this meeting. At one of the first meetings we had about the monument at the Ag Center, you passed a resolution asking the lawyer to give what the legal options are for this monument. To my knowledge, those options have never been made public. Could the commissioners please make that information public to the residents of Chatham County. Thank you.*

*Howard Fifer submitted the following comments:*

*My name is Howard Fifer. I am a resident of Chatham County and a member of Chatham for All. Last month you announced that the majority of the Board found the position set forth by community members at the April Board meeting, which was held at the Ag Center, to be persuasive and are of the opinion that that the County is within its rights to return the Confederate monument to the UDC. You opted, in the first instance, to try to work with the UDC, as people of goodwill, to find a path forward to, in your words, "modify and rededicate" the monument, and accordingly you entered into a Memorandum of Understanding with the owners of the monument.*

*In the ensuing month, no information on this process has been forthcoming from either side. It would be more than just appropriate for you to take some time this evening and let all of your constituents know, to put it succinctly, what is going on? Have the*

*negotiations commenced and are they proceeding with both parties demonstrating good faith, good will and an interest in working together? What are the opening positions of both sides, and what compromises have been made or requested by each side in an effort to, again in your words, "reimagine" the monument? What is the timeline for concluding the negotiations and removing the confederate monument from the heart of our community?*

*Please demonstrate that our faith in our elected officials is fully warranted, and that when you announce your intentions it is because you intend to do something and in a timely manner. Thank you for listening.*

*Patti Justice submitted the following comments:*

*I was born, and have lived in Chatham County for 67 years. I am here in favor of keeping the monument where it stands, as it appears, at the Historic Courthouse. Also, it is an antique, it is art and it gives a charm to the Pittsboro community. In these 67 years, I have never once thought of the monument as a racist issue to slavery. I have thought of it as it is, a monument for those who fought in the Civil War. I am not a racist person and I am sick of being called racist by the activists that have seeped into our county and those from outside of the county.*

*One of those people that never came home was my great great grandfather, Private Haywood Marshall Craven who died on Sept. 17th, 1862 at the age of 24 years old 5th North Carolina Regiment under command of Major General Thomas "Stonewall" Jackson, Major General Daniel Harvey Hill, and Colonel Duncan K. McRae. He was killed near Bloody Lane, Battle of Antietam, Sharpsburg Maryland, his body never returned home. I declare this monument in his memory and his honor and I want it to stay where it stands and is it appears, at the historic Courthouse in honor of my great great grandfather Pvt. Haywood Marshall Craven. His blood runs through my veins, my son's veins and my granddaughter's veins. May you rest in peace grandfather!*

## **BOARD PRIORITIES**

### **[19-3172](#)**

Discussion on possible uses of Article 46 sales tax revenue.

**Attachments:**     [Article 46 presentation July 15 BOC meeting](#)

*Budget Analyst Darrell Butts gave a presentation to the Board. (Presentation attached)*

*Chair Dasher asked if staff could present at the September meeting as to what the best use of the funds would be based off of suggestions from the Board. Staff agreed.*

*Commissioner Howard suggested affordable housing, teacher supplements and salaries, and landbanking.*

*Vice Chair Hales suggested education.*



*Commissioner Crawford agreed with teacher pay and affordable housing.*

*Chair Dasher suggested broadband access.*

*Staff will bring back options to the Board in September.*

## **MANAGER' S REPORTS**

*On June 23rd Carolyn Miller, Dan LaMontagne, Courtney Jones, Stephanie Watkins-Cruz, and Lindsay Ray visited Martin County to discuss the Martin-Bertie-Washington County Leadership Academy. It was a great day and Mr. LaMontagne is very happy with how it went.*

*He spoke with the Rotary Club and he and Ms. Ray gave a presentation at Galloway Ridge about shared sales tax leakage and County government in general.*

*The final Coal Ash payment from Duke Energy was received (\$1.495 million dollars). They are also delivering their last check for the ad valorem tax that was part of the agreement (\$114,193 dollars). Vice Chair Hales clarified that this was the tax on their facility.*

*Mr. LaMontagne met with a representative from Congressman Mark Walker's office, Keifer Wynn and they had a good conversation about issues like broadband, immigration, and the shortage of in-home care.*

## **COMMISSIONERS' REPORTS**

*Vice Chair Hales attended a mock BOC meeting with the Hispanic Liaison OLP youth group. She felt it was a great event and a wonderful experience. She commended Lindsay Ray for facilitating it. Ms. Ray thanked Vice Chair Hales as well as staff for participating.*

*Vice Chair Hales is also attending a TJCOG meeting with Secretary Reagan from the Department of Environmental Quality tomorrow. There will be about 40 attendees (commissioners, mayors), including the mayor of Pittsboro, there to talk about water issues, particularly Jordan Lake, One Water, and what local and state bodies can do about the water upstream and down. She is glad for the opportunity to represent Chatham County.*

*Commissioner Crawford also attended the mock BOC meeting and expressed his gratitude to Lindsay and staff for helping with the activity and for allowing him to be a part of it. He looks forward to future groups and encourages his fellow commissioners attend. Commissioner Crawford also wanted to remind everyone once again that the TJCOG summit is taking place at the Agriculture and Conference Center on October 10 and that early bird registration is open. He requested Ms. Ray sign him up.*

*Commissioner Wilkie informed the other commissioners that the Agriculture Advisory Committee would like to see the proposed tax increase used for agriculture. The Board agreed to add that to the list of possible uses for staff to research.*

*Chair Dasher stated that an update will be given on the statue at the next meeting.*

## **ADJOURNMENT**

**A motion was made by Commissioner Howard, seconded by Vice Chair Hales, that this be adjourned. The motion carried by the following vote:**

**Aye:** 5 - Chair Dasher, Vice Chair Hales, Commissioner Crawford, Commissioner Howard and Commissioner Wilkie





# Chatham County, NC

## Text File

**File Number: 19-3168**

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** County Manager's Office

**File Type:** Agenda Item

Vote on a request to approve the FY 2020-2021 budget calendar

## Chatham County FY 2020-2021 Budget Calendar

<b>Deadline</b>	<b>Actions</b>
30 August 2019	<ul style="list-style-type: none"> <li>• Capital Improvements Program (CIP) forms distributed to agencies</li> </ul>
27 September 2019	<ul style="list-style-type: none"> <li>• Forms due from agencies and departments for new/changed CIP projects</li> </ul>
4 November 2019	<ul style="list-style-type: none"> <li>• Manager submits recommended CIP to the Board of Commissioners</li> <li>• Heads Up document due from departments</li> </ul>
18 November 2019	<ul style="list-style-type: none"> <li>• Hold public hearing on the proposed CIP</li> </ul>
19 November 2019	<ul style="list-style-type: none"> <li>• Work session on the proposed CIP</li> </ul>
16 December 2019	<ul style="list-style-type: none"> <li>• Board adopts CIP; Board appropriates nonprofit funding</li> </ul>
27 December 2019	<ul style="list-style-type: none"> <li>• Budget summit materials (trends, financial indicators, performance team recommendations, and departmental “Heads Up” document) submitted to Board of Commissioners</li> <li>• Work plan and staff forms distributed to departments</li> </ul>
January 14, 15, 17 2020	<ul style="list-style-type: none"> <li>• Budget Retreat: Board of Commissioners sets goals and guidelines for FY 2019-2020 budget</li> </ul>
31 January 2020	<ul style="list-style-type: none"> <li>• FY 2019-2020 year-end estimates due from departments (in Munis).</li> <li>• Next Year Budget Entry becomes available</li> </ul>
1 - 28 February 2020	<ul style="list-style-type: none"> <li>• Nonprofit application process</li> </ul>
28 February 2020	<ul style="list-style-type: none"> <li>• Budgets due from departments and agencies (except schools)</li> </ul>
3 April 2020	<ul style="list-style-type: none"> <li>• Budget due from schools</li> </ul>
4 May 2020	<ul style="list-style-type: none"> <li>• Budget submitted to Board of Commissioners and public</li> </ul>
May 18 and 19, 2020	<ul style="list-style-type: none"> <li>• Public hearings held in Pittsboro and Siler City</li> </ul>
May 21, 22 and 28 2020	<ul style="list-style-type: none"> <li>• Board of Commissioners holds 2-3 budget work sessions</li> </ul>
By 30 June 2020	<ul style="list-style-type: none"> <li>• Board of Commissioners adopts budget (legal deadline)</li> </ul>





# Chatham County, NC

## Text File

File Number: 19-3179

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** Tax Office Assessor

**File Type:** Resolution

**Agenda Number:**

Vote on a request to adopt a Resolution appointing Angela McMahon and Jack Jin, and reappointing Amy Moore, Amy Gilbert, and Teresa Clark as plat Review Officers.

Action Requested: Vote on a request to adopt a Resolution appointing Angela McMahon and Jack Jin, and reappointing Amy Moore, Amy Gilbert, and Teresa Clark as Review Officers.

Introduction & Background: G.S. 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person or persons as Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recordings.

Discussion & Analysis: Effective August 19, 2019 Angela McMahon in the Chatham County Tax Office and Jack Jin in the Chatham County GIS Office, are hereby appointed and Amy Moore in the Chatham County GIS Office and Amy Gilbert and Teresa Clark in the Chatham County Tax Office, are hereby reappointed to perform all responsibilities as required for Review Officer under the appropriate North Carolina General Statutes, and are further given the authority to delegate these duties to any other qualified employee as may be necessary to administer these duties in their absence.

Budgetary Impact: N/A

Recommendation: Motion to adopt Resolution appointing officers.



## CHATHAM COUNTY COMMISSIONERS

Mike Dasher, Chair  
Diana Hales, Vice Chair  
Jim Crawford  
Karen Howard  
Andy Wilkie

## COUNTY MANAGER

Dan LaMontagne

P. O. Box 1809, Pittsboro, NC 27312-1809 • Phone: (919) 542-8200

# Resolution of the Chatham County Board of Commissioners

## Appointing Review Officers

WHEREAS, S.L. 1997-309(S875) makes a number of significant changes in the procedures for recording maps and plats; and

WHEREAS, the main purpose of the law is to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer; and

WHEREAS, G.S. 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person or persons as Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recordings; and

WHEREAS, it is the desire of the Chatham County Board of Commissioners to insure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording;

NOW, THEREFORE BE IT RESOLVED, effective August 19, 2019 that Angela McMahon in the Chatham County Tax Office and Jack Jin in the Chatham County GIS Office, are hereby appointed and Amy Moore in the Chatham County GIS Office and Amy Gilbert and Teresa Clark in the Chatham County Tax Office, are hereby reappointed to perform all responsibilities as required for Review Officer under the appropriate North Carolina General Statutes, and are further given the authority to delegate these duties to any other qualified employee as may be necessary to administer these duties in their absence.

BE IT FURTHER RESOLVED, that a copy of this Resolution designating the Review Officers be recorded in the Chatham County Register of Deeds Office and indexed in the name of the Review Officers.

Adopted, this the \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mike Dasher, Chairman  
Chatham County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Lindsay K. Ray, NCCCC, Clerk to the Board  
Chatham County Board of Commissioners





# Chatham County, NC

## Text File

File Number: 19-3199

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** Board of Commissioners

**File Type:** Appointment

Vote on a request to appoint Wendi Pillars to the Climate Change Advisory Committee.

Action Requested: Vote on a request to appoint Wendi Pillars to the Climate Change Advisory Committee.

Introduction & Background: Becky Peer resigned from the Climate Change Advisory Committee leaving a vacancy. The Climate Change Advisory Committee requests that Board of Commissioners appoint Wendi Pillars to fill the vacancy.

Discussion & Analysis: Wendi is an educator in Chatham County public schools, she is bringing climate science issues into her classroom, including some recent work on Native Alaskan populations and the impacts they are seeing from climate change. She also has been active in food recycling and composting. Wendi is from the Siler City area and so provides a little more geographic diversity for the Committee. Ms. Pillars term would expire June 30, 2021.

How does this relate to the Comprehensive Plan: N/A

Budgetary Impact: N/A

Recommendation: Motion to appoint Wendi Pillars to the Climate Change Advisory Committee.



# Chatham County, NC

## Text File

File Number: 19-3191

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** County Manager's Office

**File Type:** Appointment

**Agenda Number:**

Vote on a request to approve appointments to the Juvenile Crime Prevention Council (JCPC).

Action Requested: Vote on a request to approve appointments to the Juvenile Crime Prevention Council.

Introduction & Background: District Attorney Designee: Troy Stone Assistant District Attorney, County Manager Designee: Emily Tellman, Deputy Clerk to Chatham BOC, Member of the Faith Community: Reverend Barry Gray, Minister at First Missionary Baptist Church, Member of the Business Community: Julie Boone Cummins, Chatham Homes Realty and at large/Commissioner Appointee: Sara Martin, Insight Human Services are all eligible for appointment to Juvenile Crime Prevention Council.

Discussion & Analysis: There are currently five vacancies on the Juvenile Crime Prevention Council that must be appointed by the full Board of Commissioners.

How does this relate to the Comprehensive Plan: This item relates to comprehensive plan goal #10, fostering a healthy community by providing treatment and resources to support the youth within Chatham associated with Juvenile Justice.

Budgetary Impact: The JCPC Annual Plan is funded by the State of North Carolina. Chatham County provides matching funds to the state grant award.

Recommendation: Motion to approve appointments.



# Chatham County, NC

## Text File

File Number: 19-3183

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** County Manager's Office

**File Type:** Contract

Vote on a Request to approve the DayMark Lease and authorize the County Manager to sign the lease

**Action Requested:**

Vote on a Request to approve the DayMark Lease and authorize the County Manager to sign the lease

How does this relate to the Comprehensive Plan:

**Budgetary Impact:**

Payment has been agreed upon as the same rent as the previous tenant and there is not budgetary impact

**Recommendation:**

Motion to approve the DayMark lease and authorize County Manager to sign



### CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: County Manager's Office

Department contract file name (use effective date): DayMark\_County Manager's Office\_20190701

Project Code: Click here to enter text.

Contract type: Lease

Contracted Services/Goods: Lease for Mental Health Services

Contract Component: Master

Change Order Number/Addendum Number: 001

Vendor Name: DayMark

Effective Date: 7/1/2019

Approved by: Commissioners

Ending Date: 6/30/2022

Total Amount: \$11,890.32

Account # charged: Click here to enter text.

Special Terms: Click here to enter text.

Reminder Date: Click here to enter a date.

Reminder Email to: Marilyn.grant@chathamnc.org

Reminder Reason: Click here to enter text.

Vendor ID: Click here to enter text.

Vendor Contact Name: DayMark

Vendor Email: Click here to enter text.

Vendor Address: 2129 Statesville Blvd, Salisbury NC 28147

Vendor Phone #: Click here to enter text.

Archive Date: Click here to enter a date.

2. Department Head or his/her designee has read the contract in its entirety.

By: \_\_\_\_\_ (Department Head signature required)

3. County Attorney has reviewed YesX ☐



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical Advisor has signed the contract. Yes ☐ No ☐

5. Vendor has signed the contract. YesX ☐ No ☐

6. Vendor has provided E-Verify Affidavit. Yes ☐ No ☐

7. A budget amendment is necessary before approval. Yes ☐ NoX ☐

If budget amendment is necessary, please attach to this form.

8. Approval

☐ Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

X ☐ Requires approval by the Manager – contracts \$100,000 or less.

9. Submit to Clerk.

#### Clerk's Office Only

☐ Finance Officer has signed the contract

☐ The Finance Officer is not required to sign the contract

NORTH CAROLINA

CHATHAM COUNTY

**THIS LEASE AGREEMENT** (this "Lease"), dated and made effective this 28<sup>th</sup> day of June, 2019, by and between Chatham County, a body politic and corporate of the State of North Carolina ("Landlord") and Daymark Recovery Services, Inc. a North Carolina corporation having its principal place of business in Cabarrus County, North Carolina ("Tenant");

W I T N E S S E T H:

**WHEREAS**, Tenant is occupying the Premises (hereinafter described) located at 815 Sanford Road, Pittsboro, North Carolina, having taken over the psychiatric rehabilitation clubhouse program and the lease from the former tenant, Therapeutic Alternatives, Inc., with the consent of Landlord; and

**WHEREAS**, Tenant has agreed to continue the psychiatric rehabilitation clubhouse program in Chatham County; and

**WHEREAS**, Landlord and Tenant wish to continue the psychiatric clubhouse program for the benefit of the citizens and residents of Chatham County and have agreed to enter into this Lease for a term expiring June, 30, 2022;

**NOW, THEREFORE**, in consideration of the rent stated herein and the covenants, terms, and conditions hereinafter set forth, Landlord does hereby let, lease, and demise unto Tenant, and Tenant does hereby rent and lease from Landlord that certain tract or parcel of real estate located at 815 Sanford Road, Pittsboro, Center Township, Chatham County, North Carolina, more particularly described as follows and hereinafter referred to as the "Premises":

BEING ALL that tract or parcel of land denominated as Lot #2, containing 16,487 square feet, more or less, as shown on that plat entitled "SUBDIVISION MAP OF MAGNOLIA TRACE, MAP 1" by Kenneth Close, Inc., Land Surveying, dated 6/19/98, which plat is recorded in the Chatham County Registry at Plat Slide 99-456, and to which plat reference is hereby made for a more particular description of same.

This Lease is executed upon the following terms and conditions:

1. **Term.** The term (the "Term") of this Lease shall commence on the 1<sup>st</sup> day of July, 2019, and, unless terminated as hereinafter provided, shall exist and continue until midnight on the 30<sup>th</sup> day of June, 2022.

Notwithstanding any other provision of this Lease, and the Term hereof, Tenant may terminate this Lease by providing written notice to Landlord within thirty (30) days of termination if Tenant ceases to provide psychosocial services to Chatham County residents.

2. **Rent.** Tenant shall pay annual rent ("Rent") to Landlord as follows:

- (a) Tenant shall pay Landlord annual rent of \$11,890.32, in equal monthly installments of \$990.86.

All payments of Rent shall be made to Landlord at Post Office Box 608, Pittsboro, North Carolina 27312, Attention: Finance Department, on or before the first business day of each month. The obligation to pay any and all Rent hereunder is a separate and independent covenant of Tenant and no breach or alleged breach by Landlord of any term of this Lease shall give Tenant the right to withhold or escrow any rental when due. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent then due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease or by law provided.

3. **Use.** Tenant shall use the Premises for the operation of a psychiatric rehabilitation clubhouse program and for no other use or uses without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. In no event may Tenant use the Premises in violation of any laws, rules, regulations, covenants or declarations that relate to Tenant's use and occupancy of the Premises nor may Tenant make any use of the Premises in a manner that may constitute a nuisance or trespass. Tenant shall fully comply with all rules, regulations and restrictions on the Premises contained in any application laws, regulations, ordinances, declarations or valid covenants and in this Lease. Tenant shall not use the Premises in any manner which shall increase the premiums for or make unavailable fire insurance for the Premises.

4. **Late Payments.** Tenant recognizes and acknowledges that if Rent is not received when due, Landlord may suffer damage and additional expense. Tenant therefore agrees that a late fee, equal to five (5%) percent of the late Rent, may be assessed by Landlord as Additional Rent if Landlord has not received any monthly installment of Rent or Additional Rent due pursuant to this Lease within seven (7) business days of its due date. If any check given in payment of Rent is not honored when due, in addition to other remedies available at law or in equity, Landlord may assess the late fee and may require that subsequent payments of Rent be made by certified or cashier's check. Tenant's failure to pay any late payment charge shall constitute an event of default. Landlord's rights under this Section are in addition to and may be exercised cumulatively with Landlord's other rights and remedies as set forth herein or as are otherwise available at law or equity and Landlord's assessment of a late payment shall not constitute liquidated damages. In the event any collection action or proceeding is instituted by Landlord to collect any delinquent payment of Rent or other fee, charge or assessment required to be paid by Tenant pursuant to the terms of this Lease, including any late payment charge, Tenant shall be obligated for the payment of, and shall pay to Landlord, to the extent allowed by law, all costs of collection, including reasonable attorneys' fees in an amount not to exceed fifteen percent (15%) of the delinquent Rent, if such collection is effectuated by an attorney. The parties agree that



Tenant's covenant to pay Rent constitutes evidence of indebtedness for purposes of this provision.

5. **Signs.** No temporary or permanent sign or marker shall be installed by Tenant on the outside of the building or on the property surrounding the building without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Any sign requested by the Tenant and approved by Landlord shall be at the sole cost of the Tenant and shall be installed by Tenant at its own expense. Tenant shall be responsible for obtaining all required governmental approvals for all signs or markers on the Premises prior to installation.

6. **Repair and Maintenance.** During the term of this Lease, Tenant shall keep the Premises in clean, good repair and make all necessary repairs to the Premises in a timely fashion at Tenant's expense except for those maintenance responsibilities allocated to Landlord by this Section. Repairs for which Tenant is responsible shall include but are not limited to routine repairs of floors, walls, ceilings, light fixtures, power outlets, bathroom and kitchen appliances and fixtures, counters/cabinets, flooring, interior walls, ceilings and other parts of the Premises damaged or worn through normal occupancy as well as interior electrical, plumbing and other maintenance items. In addition, Tenant shall provide lawn and landscaping maintenance on a regular basis in order to keep the Premises in a well kept and presentable condition. Tenant shall also be responsible for any and all repairs (including those allocated to Landlord) required as a consequence of any negligent act or omission by Tenant, its employees, guests, agents, customers, contractors, licensees, invitees, consumers or business visitors. Tenant shall also keep hair trap screens in tubs and sinks at all times, keep air ducts and vents clean and free of debris and routinely change air filters with quality filters. Landlord shall have no repair or maintenance responsibilities except for HVAC maintenance and for necessary repairs to the structural portions of the roof, foundation and exterior walls of the Premises (excluding glass) and all exterior (outside of the building or structure on the Premises) electrical, plumbing, water, sewer or other utilities, provided such repairs or maintenance are not required as a consequence of any negligent or intentional act or omission by Tenant. Tenant shall immediately report to Landlord any such needed repair items. Tenant shall not store, place or keep upon the Premises, nor shall Tenant release or discharge on, in or upon the Premises, including the buildings, or into any municipal drain or sewer, any Hazardous Substance in violation of any municipal, county, state or federal law, statute, regulation, ordinance, rule, regulation or code. As used herein, the term "Hazardous Substance" shall mean and include any and all petroleum, petroleum byproducts (including, without limitation, crude oil, diesel fuel, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge and all other hydrocarbons, regardless of specific gravity), natural or synthetic gas products, asbestos, PCB, biologic waste, contaminant or refuse or any other substance, material, waste, pollutant or contaminant deemed hazardous by any law, statute, ordinance, rule, regulation or code. Tenant shall indemnify and hold Landlord harmless from any and all damages or consequences for Landlord's failure to comply with this paragraph.

7. **Alterations by Tenant.**

(a) Tenant shall make no structural or interior alterations of the Premises without Landlord's prior written specific consent in each and every instance, which consent may be withheld in Landlord's sole and absolute discretion. All alterations and any work performed by Tenant shall be done in a good and workmanlike manner. At no time may Tenant do any work that results in a claim of lien against Landlord. If Landlord gives its preliminary consent to any such alterations, Tenant shall furnish to Landlord for approval before commencement of the work or delivery of any materials all of the following:

- (i) All plans and specifications;
- (ii) Names and addresses of all contractors;
- (iii) Copies of all contracts;
- (iv) All necessary permits; An indemnification of Landlord by all contractors in form and amount satisfactory to Landlord; and
- (v) Certificates of insurance from all contractors performing labor and furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with such alterations.

Within thirty (30) business days of receiving all of the items specified in (i) through (v) above, in full and complete form, Landlord shall specifically approve or disapprove in writing each of the items. Tenant shall modify, supplement or substitute such items as Landlord disapproves, pursuant to Landlord's written instructions, and resubmit such items to Landlord for its approval. Landlord shall respond in writing to each resubmission within twenty (20) business days; provided, however, should Landlord require approval of a third party, Landlord's obligation to respond under this section shall not commence until said approval has been received. Tenant shall not commence any work nor have any supplies or materials delivered until it has received Landlord's specific written approval of all such items.

(b) **Liability.** Regardless of consent by Landlord to any alterations, Tenant shall hold Landlord, their agents and employees forever harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with the alterations. Any lien filed against the Premises for work and materials claimed to have been furnished to Tenant shall be discharged by the Tenant within (10) days after filing, at the Tenant's expense. Upon completion of any alterations, Tenant shall furnish the Landlord with contractor's affidavits, full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations shall comply with all insurance requirements and with all applicable ordinances and regulations as well as to any restrictions on the Premises by covenant, declaration or otherwise. All alterations are to be performed in a good and workmanlike manner.

(c) **Ownership.** All alterations, made by any party, including without limitation all paneling, decorations, partitions, railings, flooring, carpets, heating and air conditioning equipment, plumbing, electrical machinery and equipment, shall be considered permanent fixtures and shall attach to and become a part of the Premises, and shall remain upon and be surrendered with the Premises as a part of the rented space at the end of the Term; provided,

however, that if requested in writing by Landlord on termination of this Lease, Tenant shall removed such alterations and restore the Premises to the same condition as on the Commencement Date. Furniture and movable trade fixtures which are installed by Tenant at its expense, except for those referred to above, shall remain Tenant's property, and may be removed at any time prior to the termination of the Term provided Tenant promptly repairs any damage caused by such removal. Any furniture and moveable trade fixtures which Tenant has the right to remove under the above provisions, or personal property belonging to Tenant, any invitee, or assignee, shall be deemed abandoned by Tenant if not removed prior to termination of the Term, and shall become the property of the Landlord without any payment or offset, if Landlord so elects. If the Landlord does not so elect, the Landlord may remove any furniture, moveable fixtures or property from the Premises and store them at the Tenant's sole risk and expense or dispose of them in any reasonable manner, including the sale, scrapping, or destruction thereof, and to the extent permitted by law. Tenant waives all claims against Landlord therefore. Tenant shall repair and restore, and save the Landlord forever harmless from, any and all damage to the Premises caused by such removal, whether by Tenant or Landlord.

8. **Acceptance of Premises.** Tenant is currently occupying the Premises and represents and warrants to Landlord that it has examined and inspected the same, that same are in all respects satisfactory for Tenant's intended use, and that Tenant accepts the Premises "AS IS." Landlord makes no representation or warranty, oral or written, as to the condition of the Premises or as to the use or fitness of the Premises for any particular purposes. Landlord shall not be responsible for obtaining any government approval, permits or licenses to enable Tenant to occupy or use the Premises. Obtaining such approvals shall be the sole responsibility of Tenant. In addition, Landlord shall not be responsible for obtaining any certificate of occupancy or other approvals required in connection with any work done by the Tenant or persons engaged by the Tenant.

9. **Destruction of Premises.** If the Premises are totally destroyed by fire or other casualty not resulting from the wrongful or negligent act of Tenant, this Lease shall terminate effective as of the date of such destruction. If the Premises is not totally destroyed, but the damages are such that Landlord concludes that restoration cannot be completed within one hundred fifty (150) days, upon written notice to Tenant, this Lease shall terminate. Upon such termination all obligations of the parties shall terminate, effective upon the date of the occurrence of the damage. If the Premises are damaged by cause due to fault or neglect of Tenant, its agents, employees, invitees or licensees, Landlord may repair such damage without prejudice to subornation rights of Tenant's or Landlord's insurer.

10. **Assignment or Lease.** Tenant may not lease, assign or encumber this Lease to any entity for any purpose. In no event shall this Lease be assignable by operation of any law. Tenant's rights hereunder may not become, and shall not be listed by Tenant as an asset under any bankruptcy, insolvency or reorganization proceedings. Tenant is not, may not become, and shall never represent itself to be an agent of Landlord and Tenant acknowledges that it may do nothing to impair title to the Premises.



11. **Default by Tenant and Landlord's Remedies.**

- (a) **Event of Default.** In addition to the other occurrences listed elsewhere in this Lease, the occurrence of any one or more of the following shall constitute a default hereunder:
- (i) If Tenant fails to pay any Rent or other monetary payments as when provided in this Lease;
  - (ii) If Tenant breaches any other agreement or obligation set forth in this Lease;
  - (iii) If there is a levy, execution, attachment or taking of property, assets or the leasehold interest of Tenant by process of law or otherwise or in satisfaction of any judgment, debt or claim; or
  - (iv) If Tenant files, or has filed against it, any petition or action for relief under any debtor's relief law (including bankruptcy, reorganization or similar actions or proceedings) either in state or federal court.
  - (v) If Tenant becomes insolvent, has a receiver appointed for its assets or makes an assignment for the benefit of creditors.
- (b) **Landlord's Rights and Remedies.** In the event of any default, Landlord may at any time thereafter, with or without notice, or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of default:
- (i) Terminate this Lease.
  - (ii) Repossess the Premises.
  - (iii) With or without terminating this Lease, terminate Tenant's right to possession of the Premises, enter upon and take possession of the Premises and rent the Premises for a reasonable rental for the account of Tenant, and after paying from rents collected the reasonable costs of such entry reletting and collection and the costs of any necessary repairs make by Landlord which Tenant is obligated to make hereunder, apply the remainder of the rent collected to the amounts due and to become due from Tenant hereunder;
  - (iv) Take all dispossessory and eviction rights granted by law;
  - (v) Exercise all rights of offset;
  - (vi) Exercise all rights given by law for damages and all rights conferred by law or equity for injunctive relief;
  - (vii) Pursue any other remedy now or hereafter available to Landlord under this Lease or under the law.

All rights and remedies of Landlord pursuant to this Section shall be cumulative, and may be exercised singly, successively or, if appropriate, concurrently. In the event Landlord terminates this Lease or terminates Tenant's right to possession of the Premises, then Tenant

shall surrender possession of the Premises to Landlord, and Landlord shall have the full and free right to enter into and upon the Premises with or without process of law, to repossess the Premises, to expel or remove the Tenant and any others who may be occupying or be within the Premises, to remove any and all property from the Premises and to change the locks on the Premises, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer. In any event of default by Tenant, Landlord shall be entitled to recover from Tenant all damage incurred by Landlord by reason Tenant's default, including but not limited to: any unpaid Rent; the cost of recovering possession of the Premises; reasonable attorney's fees; expenses of reletting, including necessary renovation and alteration of the Premises, and real estate commission actually paid; any loss of future rental; and a pro rata portion of any leasing commission paid by Landlord based on the number of days of any period for which a commission was paid that remained in the Term after the date of Tenant's default. Any Rent unpaid when due, including Additional Rent not paid upon demand shall bear interest from the date due at the rate of twelve (12%) percent per annum.

(c) **Treatment of Tenant's Property.** Any and all property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or law, to which Tenant may be entitled, may be handled, removed or stored by Landlord at the risk, cost, and expense of Tenant, and except strictly as required by law Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges for such property so long as the property shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, may be disposed of by Landlord in any manner whatsoever, including without limitation, the sale, scrapping and/or destruction of the property without any further obligation to Tenant, and Tenant shall pay to Landlord promptly on demand the reasonable expense of such disposal.

(d) **Landlord's Lien on Tenant's Interest.** Tenant hereby grants to Landlord a first lien upon the interest of Tenant under this Lease to secure the payment of moneys due under this Lease, which lien may be enforced in equity.

(e) **Landlord's Lien on Tenant's Property.** Tenant hereby grants to Landlord a lien for the payment of Rent, Additional Rent, and all other moneys to be paid by Tenant to Landlord hereunder, upon all of the good, wares, chattels, fixtures, furniture, equipment, and other property of Tenant which may be on or upon the Premises. Such lien may be enforced in any lawful manner by the Landlord.

(f) **Landlord's Option to Cure.** If Tenant defaults in the performance of any of its obligations under this Lease, the Landlord or any mortgagee of the Landlord may, at its option, cure such default, and Tenant shall pay to such party, as the case may be, the reasonable cost of such cure immediately upon being billed for it.

(g) **No Waiver**. The failure of Landlord to declare Tenant to be in default at any time or to exercise any other its rights or remedies upon default by Tenant shall not be deemed to be a waiver by Landlord of any of its rights or remedies hereunder.

12. **Holding Over**. In the event Tenant remains in possession of the Premises after the expiration of the Term without the written consent of Landlord, Tenant shall be a tenant at sufferance from month to month only, and Tenant shall then be obligated to pay, at Landlord's discretion, one hundred and twenty-five percent (125%) of the then current Rent and all other sums then payable hereunder ("Holding Over Rent"), in equal installments on the first day of each calendar month for so long as Landlord is kept out of possession of the Premises. Neither such payments nor the acceptance of such payments shall in any way constitutes a waiver of the rights of Landlord to dispossesses Tenant and recover possession of the Premises and the just and former estate of the Landlord and to bring any action for damages suffered by Landlord on account of Tenant's failure to vacate the Premises.

13. **Surrender of Premises**. Upon expiration or other termination of the Term, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good condition, ordinary wear and tear excepted, and Tenant shall remove all of its personal property except as otherwise provided herein.

14. **Damage to Premises**.

a. **Landlord's Insurance**. Landlord shall maintain standard fire and extended coverage insurance covering the Premises in an amount not less than 80% of the "replacement costs" thereof as such term is defined in its policy of insurance, insuring against special causes of loss (including perils of fire and lightning), such coverage and endorsement to be as defined, provided, and limited to the standard bureau forms prescribed by the insurance regulatory authority of the State of North Carolina. Such insurance shall be for the sole benefit of Landlord and under its sole control.

b. **Notice by Tenant**. If the Premises is damaged or destroyed by any peril covered by the insurance to be provided by Landlord under subparagraph (a) above, Tenant shall give immediate written notice thereof to Landlord.

c. **Extensive Damage**. If the Premises is so damaged by any peril covered by the insurance to be provided by Landlord under subparagraph (a) that the rebuilding or repairs cannot in Landlord's estimation be completed within one hundred fifty (150) days after the date upon which Landlord is notified by Tenant of such damage, or if any damage occurs during the final two (2) years of the Term and in Landlord's estimation the repairs cannot be completed within thirty (30) days after notification, this Lease and all obligations of the parties shall terminate, effective upon the date of the occurrence of the damage.



d. **Repairable Damage.** If the Premises is damaged by any peril covered by the insurance to be provided under subparagraph (a) but only to such extent that rebuilding or repairs can, in Landlord's estimation, be completed within one hundred fifty (150) days after the date upon which Landlord is notified by Tenant of such damage, except within the final two (2) years of the Term as provided above, this Lease shall not terminate, and Landlord, shall, at its sole cost and expense, thereupon proceed with reasonable diligence to rebuild and repair the Premises to substantially the condition in which it existed prior to such damage. The Rent shall be equitable adjusted by the parties to reflect any limitation in use of the Premises during any such period of rebuilding and repair.

e. **Landlord's Option to Terminate.** Notwithstanding any other provision herein to the contrary, in the event (i) the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, or (ii) Landlord determines that it is not in the best interest of its citizens and residents to rebuild or repair the Premises, then Landlord shall have the right to terminate this Lease upon fifteen (15) days written notice of termination to Tenant and this Lease shall thereon cease and terminate.

15. **Tenant's Indemnity of Landlord and Tenant's Insurance.**

(a) **Tenant's Indemnity of Landlord.** Tenant shall indemnify and save Landlord and its agents and employees harmless against any and all claims, demands, costs, and expenses including reasonable attorney's fees for the defense thereof arising directly or indirectly out of or in connection with Tenant's occupancy of the Premises or from any breach or default of obligations pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, servants, employees or invitees in or about the Premises. Furthermore, Tenant covenants to arrange defense of Landlord and its respective agents and employees from any such claim or demand or action by counsel reasonably acceptable to Landlord.

(b) **Tenant's Commercial General Liability Insurance.** Tenant shall at all times during the term, at its sole cost and expense, procure and maintain in force and effect a policy or policies of commercial general liability insurance issued by a company or companies whom from time to time may be approved by Landlord, which companies shall insure against loss, damage or liability for injury to or death of persons and loss or damage to property occurring from any cause whatsoever in, upon or about the Premises. Such policies of public liability insurance shall name Landlord as an additional insured and shall be in amounts and afford coverage against perils as reasonable required from time to time by Landlord. Coverage shall initially be in the single limit amount of one million dollars (\$1,000,000.00). Such policy or policies shall include affirmative coverage of Tenant's indemnity of Landlord pursuant to subsection (a) above.

(c) **Tenant's Property Insurance.** Tenant shall obtain and maintain property insurance upon its furniture, equipment, trade fixtures and any other personal property of Tenant or of any third parties which may from time to time be located in or around the Premises. Such insurance shall be maintained in the amount of the full replacement cost of such property. All

such policies shall include a waiver of subrogation of any and all claims against Landlord and name Landlord as additional insureds. Tenant shall look solely to its insurance policy for recovery of any loss for any such property, and in no event shall it make any claims against Landlord for any loss to any such property. Tenant hereby releases Landlord from any such liability, and Tenant shall indemnify and hold the Landlord harmless from and against any claim of Tenant's insurance carrier, licensees, invitees, business visitors, employees or agents including but not limited to claims arising out of Tenant's failure to maintain such insurance.

(d) **Policies or Certificates of Insurance.** At the request of Landlord, the Tenant shall furnish certified copies of policies or certificates of insurance in the form bearing notations evidencing the payment of premiums and evidencing the insurance coverage required to be carried by Tenant hereunder. Each policy and certificate shall contain an endorsement or provision requiring not fewer than thirty (30) days written notice to Landlord prior to the cancellation, diminution in the perils insured against or reduction of the amount of coverage of the particular policy in question.

(e) Nothing herein shall be construed to waive Landlord's sovereign immunity except as required by law.

16. **Tenant's Waiver of Claims.** To the extent permitted by law, Tenant releases Landlord and its respective agents and employees from, and waives all claims for damage or injury to person or property or disruption to business sustained by Tenant or any occupant of the Premises, or any part of them, resulting from any accident, mishap or other occurrence whatever the cause. This waiver shall include but not limited to, the flooding of basements or other subsurface areas, and damage caused by refrigerators, sprinkling devices, air conditioning and/or electrical equipment, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures. This waiver shall apply equally whether any such damage results from the act or neglect of Landlord and whether such damage is caused or results from anything or circumstances above mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature.

17. **Eminent Domain.** If all of the Premises, or such part thereof as will make the same unusable for the purpose contemplated by this Lease are proposed to be taken under the power of eminent domain (or a conveyance in lieu thereof), then this Lease shall terminate as of the date possession is taken by the condemner, and Rent shall be adjusted between Landlord and Tenant as of that date. If only a portion of the Premises is taken and Tenant can continue use of the remainder, then the Lease will not terminate. Tenant shall have no right or claim to any part of any award made to or received by Landlord for any taking and no right or claim for any alleged value of the unexpired portion of this Lease; provided, however, that Tenant shall not be prevented from making a claim against the condemning party (but not against the Landlord) for any moving expenses, loss of profit, or taking of Tenant's personal property (other than its leasehold estate) to which Tenant may be entitled.

18. **Utilities and Other Services.** Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities, including, without limitation, connection charges, supplied to the Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Premises are designed for standard use and lighting. Tenant shall not use any equipment or devices that utilizes excess electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical service.

19. **Quiet Enjoyment.** Landlord's title is, and always shall be, paramount to the interest of Tenant, and nothing herein contained shall empower Tenant to do any act which can, shall, or may encumber such title. If Tenant promptly and punctually complies with each of its obligations hereunder it shall peacefully have and enjoy the possession of the Premises during the term of this Lease, provided that no action of Landlord in repairing or restoring the Premises shall be deemed a breach of this covenant or give Tenant any right to modify this Lease either as to the Term or other obligation to perform.

20. **Subordination and Attornment.** This Lease is subject and subordinate to all security liens, mortgages, deeds of trust and related financing instruments which may now or hereafter affect the Premises or any part thereof, and to all renewals, modifications, consolidations, replacements, amendments and extensions thereof. Tenant shall, upon request, execute any document or instrument as may reasonably be required from time to time by Landlord's mortgagee to make this Lease subordinate to any mortgage. Tenant further agrees to attorn to Landlord's mortgagee provided that such mortgagee shall agree not to disturb Tenant's possession of the Premises during the term of this Lease so long as Tenant is in compliance with all material terms, conditions and covenants set forth in this Lease. Landlord consents to Tenant's execution of any subordination, attornment and non-disturbance agreement that may reasonably be requested by Landlord's mortgagee. Tenant further agrees to execute and deliver to Landlord or its mortgagee(s), not later than five (5) days after receipt of a written request therefore, and as often as requested, an estoppel certificate setting forth such information concerning this Lease as may reasonably be requested.

If, in connection with financing obtained by Landlord with respect to the Premises and/or the building, Landlord's mortgagee, or other lender shall request that Tenant consent to reasonable modification of this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay, or defer its consent provided that such modifications do not increase Tenant's monetary obligations hereunder, extend or reduce the Term of this Lease, or adversely affect to any material extent the leasehold interest granted to Tenant herein or any other material term of this Lease. Tenant hereby irrevocably appoints Landlord its attorney in fact to execute and deliver any such instrument on behalf of Tenant if Tenant fails or refuses to execute or deliver same as required by this Lease. Tenant shall also execute within ten (10) days after request an agreement with any lender pursuant to which Tenant agrees to give such lender a minimum period of sixty (60) days after Tenant's notice to such lender for the lender to cure Landlord's default prior to Tenant's terminating this Lease due to Landlord's default.



21. **Landlord's Access to Premises.** Landlord and its authorized agents shall have the right to enter the Premises at all reasonable times to exercise their rights and obligations hereunder, and to allow inspection by mortgagees or potential mortgagees. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligations, responsibility, or liability whatsoever, for the care, supervision or repair of the Premises other than as provided in this Lease. Landlord shall have the right to show the Premises to prospective new tenants during the last 120 days of the Term. Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley.

22. **Notices.** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the addresses stated below, postage prepaid by certified or registered mail of the United States, return receipt requested, or (c) on the day after being deposited with Federal Express or other nationally recognized overnight delivery service to the address set forth below:

To Landlord:	Chatham County County Manager Post Office Box 1809 12 East Street Pittsboro, North Carolina 27312
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To Tenant:	Daymark Recovery Services, Inc. Alan Waller 2129 Statesville Blvd. Salisbury, North Carolina 28147
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Either party to this Lease may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

23. **Entire Agreement; Modification.** This Lease contains the entire agreement of the parties in regard to the Premises. There are no oral agreements existing between them regarding the Premises and there shall be no oral modifications of this Lease. Neither Landlord nor any agent of Landlord has made any representations, warranties or promises with respect to the Premises, except as expressly set forth in this Lease. No term, condition or covenant contained in this Lease shall be deemed waived by any act, omission or forbearance, or any series of same, by Landlord or Tenant. The only waivers that shall be effective under this Lease shall be those which are in writing and signed by the party to be charged. No prior notice of non-waiver need be given by a party who has previously forbore from exercising a right hereunder. This Lease shall not be amended or modified, nor shall any right created or conferred hereunder be released, except by a writing signed by the party to be charged.

24. **No Third Party Beneficiaries.** Neither party intends to confer any rights under this Lease upon any third party. The benefits and burdens of this Lease shall accrue to and bind only the parties hereto and standing to enforce this Lease shall rest exclusively in the parties hereto.

25. **Section Headings.** The headings of sections are for convenience only and do not limit or alter the contents of this Lease.

26. **Number and Gender.** The words "Landlord" and "Tenant" wherever used in the Lease shall be construed to mean plural where necessary, and the necessary grammatical changes required to make the provision hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

27. **Governing Law.** This Lease shall be governed and construed pursuant to the laws of North Carolina.

28. **Severability.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby; and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

29. **Binding Effect.** Each provision of this Lease shall extend to and shall bind and inure to the benefit of the Landlord and the Tenant and their respective legal representatives, successors and assigns (provided assignment is authorized by Landlord as provided herein).

30. **Limitation of Right of Recovery against Landlord.** Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of the sale of its interest in the Premises. No personal judgment shall lie against Landlord (or the agents or employees of either). Upon extinguishment of their rights in the Premises, any judgment so rendered shall not give rise to any right of execution or levy against Landlord's or its assets. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under this Lease. Nothing herein shall be deemed to waive Landlord's sovereign immunity.

31. **Confidentiality of Records.** Notwithstanding any other provisions of this Lease, Landlord acknowledges that Tenant maintains protected healthcare information on the Premises. Prior to Landlord obtaining and granting access to the Premises, Landlord agrees to secure any appropriate agreements required by HIPAA.

32. **Memorandum of Lease**. The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded (at the cost of party requesting the same) for the purpose of giving record notice of the appropriate provisions of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease to be effective as of the date first stated above.


LANDLORD:

Chatham County

By: \_\_\_\_\_  
Dan LaMontagne, County Manager

TENANT:

Daymark Recovery Services, Inc.

By:  \_\_\_\_\_  
Alan Waller, CPA, CFO





# Chatham County, NC

## Text File

File Number: 19-3188

**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** Board of Commissioners

**File Type:** Contract

Vote on a request to approve Water Withdrawal Agreement with Colvard Farms Development Company, LLC.

**Action Requested:**

Vote to approve Agreement

**Introduction & Background:**

The County, pursuant to an agreement with the North Carolina Division of Water Resources, is entitled to withdraw a certain number of gallons of water per day from the B. Everett Jordan Dam and Lake Project (the "Project").

The County currently is not using all of its allocated capacity from the Project and Colvard Farms has made a request to purchase water from the County for the purpose of filling a lake. The County has no objection to this request, provided the development follows the terms and conditions of the Agreement listed below:

1. Grant.

The County grants Colvard Farms the right to withdraw up to 225,000 gallons of water per day (the "Water") for no more than one hundred and twenty (120) days during the existence of this contract from the Project for lake-filling purposes conditioned upon strict compliance with the term of this Agreement. Specifically, the Water will be drawn directly from the Project between the confluence of Crooked Creek and New Hope Creek near the Duke Power Easement. This grant is also to be in full compliance with all county, state and federal directives, including, but not limited to directives of the Environmental Protection Agency.

2. Withdrawal of Water.

Colvard Farms agrees to furnish all necessary labor, equipment and fuel involved with pumping the Water from the Project to an already constructed water storage lake on property owned by Colvard Farms. Colvard Farms shall also make all withdrawals in full compliance with all county, state and federal directives, including, but not limited to directives of the Environmental Protection Agency.

Water may be withdrawn only when the Jordan Reservoir level is at or above normal pool elevation (currently 216 feet above sea level). Water may not be withdrawn at any time when the reservoir is below normal pool elevation.

3. Term.

The term of this Agreement shall be from the date of this Agreement until July 31, 2022.

Discussion & Analysis:

Budgetary Impact:

Colvard Farms agrees to pay to the County a fee of \$8,500.00 for the use of the Water from the Project for lake filling, but not to exceed 27,000,000 gallons. The fee of \$8,500.00 will be due and payable within forty-eight (48) hours of the initial water withdrawal. Once round 4 Jordan Lake water allocation contracts are approved by the Army Corps of Engineers, the Agreement will be amended to reflect the new allocation cost.

Recommendation:

Motion to Approve the Water Withdrawal Agreement with Colvard Farms Development Company, LLC.

## WATER WITHDRAWAL AGREEMENT

This WATER WITHDRAWAL AGREEMENT (the "Agreement") is dated and made effective as of the 31<sup>st</sup> day of July 2019 by and between Colvard Farms Development Company, LLC ("Colvard Farms") and the County of Chatham, North Carolina (the "County").

WHEREAS, the County, pursuant to an agreement with the North Carolina Division of Water Resources, is entitled to withdraw a certain number of gallons of water per day from the B. Everett Jordan Dam and Lake Project (the "Project"); and

WHEREAS, the County currently is not using all of its allocated capacity from the Project; and

WHEREAS, Colvard Farms desires to purchase water from the County for the purpose of filling a lake, and the County has agreed to allow Colvard Farms to so withdraw said lake-filling water, on the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreement and promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. Grant.

The County grants Colvard Farms the right to withdraw up to 225,000 gallons of water per day (the "Water") for no more than one hundred and twenty (120) days during the existence of this contract from the Project for lake-filling purposes conditioned upon strict compliance with the term of this Agreement. Specifically, the Water will be drawn directly from the Project between the confluence of Crooked Creek and New Hope Creek near the Duke Power Easement. This grant is also to be in full compliance with all county, state and federal directives, including, but not limited to directives of the Environmental Protection Agency.

2. Withdrawal of Water.

Colvard Farms agrees to furnish all necessary labor, equipment and fuel involved with pumping the Water from the Project to an already constructed water storage lake on property owned by Colvard Farms. Colvard Farms shall also make all withdrawals in full compliance with all county, state and federal directives, including, but not limited to directives of the Environmental Protection Agency.

Water may be withdrawn only when the Jordan Reservoir level is at or above normal pool elevation (currently 216 feet above sea level). Water may not be withdrawn at any time when the reservoir is below normal pool elevation.

3. Consideration.

Provided that the water withdrawal is made prior to the approval of the contracts by the Army Corps of Engineers for the round 4 allocations of water from Jordan Lake, Colvard Farms agrees to pay to the County a fee of \$8,500.00 for the use of the water from the Project for lake filling, but not to exceed 27,000,000 gallons. The fee of \$8,500.00 will be due and payable within forty-eight (48) hours of the initial water withdrawal. Once round 4 Jordan Lake water allocation contracts are approved by the Army Corps of Engineers, this Agreement will be amended to reflect the new allocation cost the County pays to the Army Corp of Engineers for lake allocations.

4. Term.

The term of this Agreement shall be from the date of this Agreement until July 31, 2022.



5. Indemnification.

Colvard Farms, its successors and assigns agree to protect, defend, indemnify, and hold the County of Chatham and its officers, employees and agents free and harmless from and against any and all losses, or liabilities of every kind and character arising out of or relating to any an all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character asserted by parties other than the parties hereto in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof.

IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be duly executed and effective as of the day and year first above written.

COLVARD FARMS DEVELOPMENT COMPANY, LLC

By: William Clark 7-31-19  
William Clark, Manager Date

Witness: Thanda Dasher 7/31/19

COUNTY OF CHATHAM

By: \_\_\_\_\_  
Mike Dasher, Chairman Date  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Lindsay K. Ray, NCCCC, Clerk Date  
Chatham County Board of Commissioner



# Chatham County, NC

## Text File

**File Number: 19-3218**

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Contract

**Agenda Number:**

Vote on a request to approve water withdrawal agreement with Old Chatham Golf Club and authorize the County Manager to execute the agreement.

### THIRD WATER WITHDRAWAL AGREEMENT

This Third Water Withdrawal Agreement (the “Agreement”) is made this 19<sup>th</sup> day of August, 2019 by and between Old Chatham Golf Club (“Old Chatham”) and the County of Chatham, North Carolina (the “County”).

WHEREAS, the County, pursuant to an agreement with the North Carolina Division of Water Resources, is entitled to withdraw a certain number of gallons of water per day from the B. Everett Jordan Dam and Lake Project (the “Project”).

WHEREAS, the County currently is not using all of its allocated capacity from the Project.

WHEREAS, the County previously entered into a Water Withdrawal Agreement dated July 19, 2000, which Agreement was performed and has expired.

WHEREAS, the County previously entered in a Second Water Withdrawal Agreement dated June 17, 2002, which Agreement was performed and has expired.

WHEREAS, Old Chatham again desires to purchase water for irrigation purposes from the County, and the County has agreed to allow Old Chatham to so withdraw said irrigation water, on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. Grant.

The County grants Old Chatham the right to withdraw up to 650,000 gallons of water per day (the “Water”) from the Project for irrigation purposes during the term of this Agreement. Specifically, the Water will be drawn directly from the waterfowl impoundment located on or adjacent to O’Kelly Chapel Road.

2. Withdrawal of Water.

Old Chatham agrees to furnish all necessary labor, equipment and fuel involved with pumping the Water from the Project to an already constructed reservoir on property owned by Old Chatham.



3. Consideration.

Old Chatham agrees to pay to the County a fee of \$10,500.00 for the use of the Water from the Project for irrigation purposes. The fee will be due and payable within forty-eight (48) hours of the initial water withdrawal.

4. Term.

The term of this Agreement shall be forty-five (45) days from the date Water withdrawal is first initiated (the "Commencement Date"). Within forty-eight (48) hours of the initial water withdrawal, Old Chatham shall notify the County Manager in writing of the date upon which withdrawal commenced. This Agreement will be void if Old Chatham does not commence withdrawal prior to October 1, 2019.

5. Termination.

At any time during the term of this Agreement, the County may, in its discretion, terminate or temporarily suspend this Agreement. The County Manager must give notice of such a termination or suspension in writing.

6. Indemnification.

Old Chatham agrees to protect, defend, indemnify and hold the County of Chatham and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, recoveries, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character asserted by parties other than the parties hereto in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. This indemnification specifically does not release Old Chatham or the County from any claims against one another based on performance under this Agreement.

IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be duly executed as of the day and year first above written.

OLD CHATHAM GOLF CLUB

By: \_\_\_\_\_  
\_\_\_\_\_  
President

COUNTY OF CHATHAM

By: \_\_\_\_\_  
\_\_\_\_\_, County Manager



# Chatham County, NC

## Text File

File Number: 19-3189

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**Agenda Date:** 8/19/2019

**Version:** 3

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** Sheriff's Office

**File Type:** Contract

Vote on a request to approve the Southern Health Partners agreement and authorize the County Manager to execute the agreement.

Action Requested: Vote on a request to approve the Southern Health Partners agreement and authorize the County Manager to execute the agreement.

Introduction & Background: Southern Health Partners provides all inmate healthcare.

Discussion & Analysis: Southern Health Partners has requested a 3% increase to provide medical services to the detention center. This request is acceptable.

How does this relate to the Comprehensive Plan: GOAL #2: Ensure effective, efficient government that is responsive to the needs and input of all residents. This rate increase will allow Southern Health Partners to keep pace with the current market to keep strong, well-qualified staff in corrections and cover the growing costs of providing medical services.

Budgetary Impact: Our current contract with Southern Health Partners is \$148,736.04. Southern Health Partners has requested a 3% increase for FY2020. The requested annual amount would be 153,198.12

There is money in the current budget FY 2020 to cover the \$4,462.08 increase.

Recommendation: Motion to approve the Southern Health Partners agreement and authorize the County Manager to execute the agreement.



NORTH CAROLINA

CHATHAM COUNTY

**THIRTEENTH AMENDMENT TO AGREEMENT**

This Thirteenth Amendment to the Agreement (this “Thirteenth Amendment”) is made and entered into effective this 1<sup>st</sup> day of **July 2019**, by and between **COUNTY OF CHATHAM, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the “County”) and **SOUTHERN HEALTH PARTNERS, INC.** (the “Contractor”). The County and the Contractor are sometimes referred to in this Amendment individually as a “Party” and collectively as the “Parties”.

**RECITALS**

- A. The County and the Contractor entered into the original Agreement dated and made effective the 1st day of August, 2007 (the “Agreement”, or the “original Agreement”).
- B. The County and the Contractor approved the First Amendment to the Agreement regarding a 3.5% rate increase made effective July 1, 2008.
- C. The County and the Contractor approved the Second Amendment by letter dated February 17, 2009 regarding a rate increase of 3.5% made effective July 1, 2009.
- D. The County and the Contractor approved the Third Amendment on or about July 19, 2010 regarding the extension of term, base compensation, and per diem rate effective July 1, 2010.
- E. The County and the Contractor approved the Fourth Amendment by letter dated April 18, 2011 with a notice of continuation of the Agreement effective July 1, 2011.
- F. The County and the Contractor approved the Fifth Amendment by letter dated March 6, 2012 regarding a 2% rate increase for base contract fee and per diem rate effective July 1, 2012.
- G. The County and the Contractor approved the Sixth Amendment by letter dated May 30, 2013 with a notice of continuation of the Agreement effective July 1, 2013.
- H. The County and the Contractor approved the Seventh Amendment by letter dated June 10, 2014 with a notice of continuation of the Agreement effective July 1, 2014.
- I. The County and the Contractor approved the Eighth Amendment with the effective date of July 1, 2015 regarding a 2% increase in the base compensation and per diem rate, and an increase in average daily population limit.
- J. The County and the Contractor approved the Ninth Amendment by letter dated March 23, 2016 with a notice of continuation of the Agreement effective July 1, 2016.
- K. The County and the Contractor approved the Tenth Amendment dated November 15, 2016 regarding term, staffing and compensation to be effective through June 30, 2017.
- L. The County and the Contractor approved the Eleventh Amendment made effective July 1, 2017 regarding notice of continuation of the Agreement effective through June 30, 2018.
- M. The County and the Contractor approved the Twelfth Amendment regarding a 3% increase in the base compensation and per diem rate, effective July 1, 2018 through June 30, 2019.
- N. The County and the Contractor have now agreed to enter into this Thirteenth Amendment regarding a 3% increase in the base compensation and per diem rate, effective July 1, 2019 through June 30, 2020.

- O. The County has provided the Contractor with updated terms and conditions (the "Terms and Conditions") including State and Federal Acts or Certification Requirements, including E-Verify, Iran Divestment, Divestment from Companies that Boycott Israel, among others, and the Contractor has agreed to abide by such requirements.
- P. The Contractor and the County have agreed to amend the Agreement as provided herein.
- Q. The original Agreement, all prior amendments, and this Thirteenth Amendment are collectively hereinafter referred to as the "Agreement".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **TIME OF PERFORMANCE.** The Contractor shall commence providing under the Agreement services on the 1<sup>st</sup> day of July, 2019, and shall complete the provision of such services to the reasonable satisfaction of the County on June 30, 2020.

2. **COMPENSATION and EXPENSES.** As compensation for the services to be provided under the Agreement, the County shall pay the Contractor an additional sum as requested in the Letter dated April 12, 2019, which is incorporated herein as Attachment A and made an integral part hereof.

3. **STATE AND FEDERAL ACTS OR CERTIFICATION REQUIREMENTS.** The Contractor agrees to abide by the Terms and Conditions including, but not limited to, all State and Federal Acts or Certification Requirements, including E-Verify, Iran Divestment, and Divestment from Companies that Boycott Israel.

Unless otherwise stated on Attachment A the foregoing amount is all inclusive and includes all expenses of every kind and nature, including but not limited to travel, lodging, copying, overhead, outside 'consultants' and other similar and dissimilar expenses and charges.

**AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT.** Except as set forth in this Thirteenth Amendment and all prior amendments, the original Agreement dated August 1, 2007, shall remain in full force and effect.

COUNTY OF CHATHAM

BY: \_\_\_\_\_  
Dan LaMontagne, County Manager

ATTEST:

BY: \_\_\_\_\_  
Lindsay K. Ray, NCCCC  
Clerk to the Board

SOUTHERN HEALTH PARTNERS, INC.

BY: \_\_\_\_\_  
Jennifer Hairsine, President and CEO

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Vicki McConnell, Finance Director

# ATTACHMENT A



**Southern Health  
Partners**

April 12, 2019

COPY

Sheriff Michael Roberson  
Chatham County Sheriff's Office  
P.O. Box 429  
Pittsboro, NC 27312

Re: Health Services Agreement

Dear Sheriff Roberson:

Southern Health Partners appreciates the relationship we have developed with you and Chatham County. With each new contract year, we look forward to a renewed commitment of partnering to provide excellent healthcare for the inmates at the Chatham County Detention Center. We have made an effort to keep the amount of annual increases minimal and unfortunately this has not curbed the cost of doing business from growing so over this next contract year, we will need an adjustment on our service rates. The new rates are outlined below based on a continuation of the current program of services with a 3% increase. The difference in the base rate is \$371.84 more per month.

Contract Period: July 1, 2019, through June 30, 2020	
Base annualized fee:	\$153,198.12 (\$12,766.51 per month)
Per diem greater than 85:	\$1.60
Annual outside cost pool limits:	\$20,000 (first tier); \$40,000 (second tier)

We are requesting a signature below on behalf of the County to acknowledge the new base price and per diem rate for the 2019-2020 period, rather than formally extending our Agreement for another year by contract Amendment. **Please keep this letter for your records and return a signed copy to my attention by email ([jeanette.rodriguez@southernhealthpartners.com](mailto:jeanette.rodriguez@southernhealthpartners.com)) or by fax (423-305-6964) on or before May 15, 2019.** Except as modified above, or as may be further amended or modified by mutual agreement between the parties, all provisions of the contract will remain in full force and effect during the renewal period.

If you should have any questions or concerns regarding the contract, then please feel free to call me at 423-553-5635, ext. 9-22 and I'll be happy to discuss them with you. We hope to continue serving Chatham County long into the future.

Sincerely,  
SOUTHERN HEALTH PARTNERS, INC.

Jeanette Rodriguez  
Contracts Administrator

CHATHAM COUNTY, NC  
BY: \_\_\_\_\_

cc: Captain Tammy Kirkman  
Lt. Eric Lindley





# Southern Health Partners

April 12, 2019

COPY

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Chatham County Sheriff's Office  
P.O. Box 429  
Pittsboro, NC 27312

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Sincerely,  
SOUTHERN HEALTH PARTNERS, INC.

Jeanette Rodriguez  
Contracts Administrator

CHATHAM COUNTY, NC  
BY:

cc: Captain Tammy Kirkman  
Lt. Eric Lindley



# Chatham County, NC

## Text File

File Number: 19-3206

**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** County Manager's Office

**File Type:** Agenda Item

Vote on a request to adopt the Chatham County Transportation Plan for Involuntary  
Commitment 2019

The police departments of the Town of Pittsboro, The Town of Cary and Siler City as well as the Sheriff of Chatham County have developed and agreed upon a plan to clarify the roles of these law agencies entities when transporting persons who are being involuntary committed.

### **Action Requested:**

Vote on a request to adopt the Chatham County Transportation Plan for Involuntary  
Commitment 2019

### **Introduction & Background:**

The purpose of the plan is to ensure that law enforcement agencies that operate in Chatham County are clear on specific duties when transporting persons who are being involuntarily committed.

### **Discussion & Analysis:**

We ask that the Board vote on a request to adopt the Chatham County Transportation Plan for Involuntary Commitment 2019 to clarify transportation roles for law enforcement.

### **How does this relate to the Comprehensive Plan:**

N/A

### **Budgetary Impact:**

None

### **Recommendation:**

Vote on a request to adopt the Chatham County Transportation Plan for Involuntary  
Commitment 2019



## Chatham County Transportation Plan for Involuntary Commitments 2019

This transportation plan has been developed by the Chatham County Sheriff's Office, Pittsboro Police Department, Siler City Police Department, and Cary Police Department, each a law enforcement agency that handles the transportation of involuntary commitments, in consultation with Chatham Hospital, Daymark Recovery, Chatham County Public Health Department, Chatham County Manager's Office, and other community partners. This plan has been developed to comply with the requirements of N.C.G.S. §122C-251(g) as modified by Session Law 2018-33.

For the purpose of this plan, "IVC" refers to the transportation of individuals in the process of an involuntary commitment to an institution for treatment. A "designated agency" is a law enforcement agency that has been designated by this plan to provide IVC transportation services as detailed below.


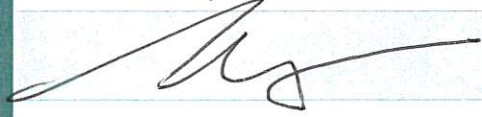
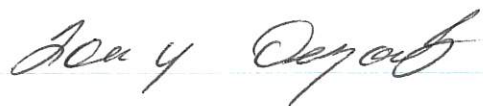
**CUSTODY & INITIAL TRANSPORT OF IVC INDIVIDUALS IN CHATHAM COUNTY:** A designated agency that takes initial custody of an individual within Chatham County who is facing involuntary commitment under the provisions of G.S. § 122C, regardless of place of residency, shall transport the individual from the initial location where the individual is taken into custody to a hospital or other area facility for IVC examination and treatment consistent with G.S. §122C-263(a) and 122C-283(a). A representative of the designated agency shall retain custody of the individual until the area facility initiates processing, but he or she may remain for a longer period at its discretion based on the presence of potential safety concerns.

The areas of primary responsibility for initial transport are shown below. Each designated agency shall provide mutual support to other designated agencies for IVC incidents that are not within their respective areas of primary responsibility when necessary in order to manage emergent incidents.

- The Chatham County Sheriff's Office shall have primary responsibility for taking custody of and transporting IVC individuals who are physically located within Chatham County, but outside the corporate limits of any incorporated municipality with an established police department at the time of initial custody. These individuals will typically be transported to UNC Hospital in Chapel Hill for examination, but also may be transported to other qualified area facilities as appropriate.
- The police departments of Pittsboro, Siler City and Cary shall have primary responsibility for taking custody of and transporting individuals who are physically located within their respective corporate limits at the time of initial custody.
  - Siler City Police Department primarily will transport IVC individuals to Chatham Hospital (UNC Health Care) in Siler City, but may also transport to UNC Hospital in Chapel Hill or other qualified area facilities.
  - Pittsboro Police Department primarily will transport IVC individuals to UNC Hospital in Chapel Hill, but may also transport to Chatham Hospital in Siler City or other qualified area facilities.
  - Cary Police Department primarily will transport IVC individuals to WakeMed Cary Hospital, but may also transport to other qualified area facilities.

**TRANSFER TO INITIAL TREATMENT FACILITY:** Once an IVC has been approved consistent with G.S. §122C-263(a) and 122C-283(a) at one of the identified area facilities, the individual needs to be transported to an initial treatment facility. The areas of primary responsibility for transport to an initial treatment facility are shown below.

**Signatures:**

	Signature:	Date:
Chatham County Sheriff Mike Roberson		
Pittsboro Police Chief Percy Crutchfield		7-25-19
Siler City Police Chief Michael Wagner		30 JUL 19
Cary Police Chief Toni Dezomits		8/8/19

This plan shall become effective towards a designated agency upon its adoption by that agency's respective governing board. If and upon adoption, each designated agency shall ensure that a copy of the plan is or has been submitted by another designated agency to the entities identified in G.S. § 122C-251(g)(3), including the Chatham County Clerk of Court, Chatham County Magistrate's Office, Daymark Recovery in Siler City (LME), Cardinal Innovations Health Care (MCO), and the NC Division of Mental Health, Developmental Disabilities, and Substance Abuse Services.



# Chatham County, NC

## Text File

File Number: 19-3175

**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** Parks and Recreation

**File Type:** Agenda Item

Vote on a request to approve Grants to the Recreation Agencies recommendations.

### Action Requested:

Motion to approve the Grants to Recreation Agencies recommendations.

### Introduction & Background:

Three recreation organizations submitted applications for the grant to organizations process. These groups included: Bonlee Recreation Park, North Chatham PTA, and Sprott Youth Center. These groups presented in front of the Recreation Advisory Committee. The total amount allocated for the Organizations is \$20,300 and a total of \$45,035 requested. The description of their requests and the amount requested is listed below.

### Requests

#### Bonlee recreation Parks

The organization requested funds for baseball and softball batting cage, bullpen and a picnic table.

Requested \$8,795

#### North Chatham PTA

Outdoor ¼ mile asphalt surface track for school and community use.

Requested \$30,960

#### Sprott Youth Center

The organization requested funds for Open gym attendant for 3.5 hrs/week for 48 weeks at the youth center in Moncure and a referee

Requested \$5,280

### Discussion & Analysis

The Recreation Advisory Committee used a new scoring system called the matrix and general discussion to make their recommendations.

#### Bonlee Recreation Park presentation-

They offer softball, baseball and tball. They had roughly 90 participants this past season.

The program is made of volunteers and Allstate is a corporate sponsor. Many coaches



soft toss the ball and the player hits it into the fence that is causing damage to the fence. By providing a batting cage will help with this.

Score 126. The Committee recommended \$8,795

North Chatham PTA presentation-

The track will go around the soccer fields behind the playground. It will serve the community, PE class, walking snack breaks, afterschool YMCA, school running club, Chatham County Parks and Recreation and families who use the baseball field next door.

Score 143. The Committee recommended \$8,145 to go towards phase 1 which is the gravel track. Even though they ranked higher than the others, the discussion from the Advisory Committee was not to fully fund phase 1 since no agreement is in place yet that the Recreation Department will have priority after school use for their track program and that the track will be accessible to the public when school isn't in session.

Sprott Youth Center presentation-

They are providing open gym opportunities on Sundays and the age group range from 9 to 25. They average 27 people a week. They are proposing to lengthen the youth time by one-half hour because of the increase in participation. This will allow Open gym play or 3.5 hrs/week for 48 weeks.

Score 117. Committee recommended \$3,360. Recommend not to provide funds for a referee.

How does this relate to the Comprehensive Plan:

Provide recreational opportunities and access to open space

Budgetary Impact:

\$20,300

Recommendation:

Motion to approve the Grants to the Recreation Agencies recommendations.



# Chatham County, NC

## Text File

File Number: 19-3205

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to approve the County contributing \$1,000 and 8 oz. of Chatham County soil to the North Carolina National Guard Museum Foundation for the purpose of the placement of a monument to our forgotten soldiers of WWI on State Capitol grounds and placement of a new monument in France and funds will come from contingency.

Action Requested: Vote on a request to approve the County contributing \$1,000 and 8 oz. of Chatham County soil to the North Carolina National Guard Museum Foundation for the purpose of the placement of a monument to our forgotten soldiers of WWI on State Capitol grounds and placement of a new monument in France.

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan: N/A

Budgetary Impact: \$1,000

Recommendation: Motion to approve the County contributing \$1,000 and 8 oz. of Chatham County soil to the North Carolina National Guard Museum Foundation for the purpose of the placement of a monument to our forgotten soldiers of WWI on State Capitol grounds and placement of a new monument in France.



# Chatham County, NC

## Text File

File Number: 19-3192

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**Agenda Date:** 8/19/2019

**Version:** 2

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** Emergency Operations

**File Type:** Agenda Item

Vote on a request to approve the naming of two private roads in Chatham County

Action Requested: Motion to approve the private drive(s) as listed

- A. Deep Roots Road
- B. Harris Family Trail

Introduction & Background: The Chatham County Commissioners adopted an ordinance providing the establishment for the naming of private roads in Chatham County. The Office of Emergency Operations has received two petitions requesting the naming of two (2) private roads located in Chatham County on private property. These petitions are in order, complete and bear the proper number of required signatures.

Discussion and Analysis: As part of its plan to develop the Enhanced-911 Emergency Response System, there is a vital need to maintain the County's established system providing for the naming of private roads. This is important so that there can be no duplications or similarities of these assigned names within Chatham County which could result in confusion and/or delay in the response to these roads, should an emergency exist in that location.

How does this relate to the Comprehensive Plan:

Budgetary Impact: The cost of road signage for these roads will be \$156.00 per sign. The maximum cost will be \$156.00. The Chatham County Commissioners have decided to absorb this cost for the making and installation of these private road signs.

Recommendation: Vote on a request to approve the naming of one private road in Chatham County



# CHATHAM COUNTY ROAD NAMING REQUEST FORM

- **QUESTIONS:** Any questions concerning this form should be directed to: Denise Suits, 919-545-8163
- **RETURN COMPLETED FORM TO:** Chatham County Emergency Operations, P. O. Box 613, Pittsboro, NC 27312

## ALL INFORMATION BELOW MUST BE COMPLETED

<b>1. APPLICANT INFORMATION</b> Name: Rieppe Hendrick Address: 1003 Ann Street City, State & Zip Code: Beaufort, NC 28516 Phone Number: 919-609-8777	<b>2. TYPE OF REQUEST (check one box only)</b> <input checked="" type="checkbox"/> Private road or driveway <input type="checkbox"/> Renaming of road <input type="checkbox"/> Other
<b>3. PROPERTY INFORMATION</b> State Road Number (if applicable): Township where Road Originates: :Williams Will the road be part of a development? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>existing Big Woods Hills</i> If a development, is it: A major development <input type="checkbox"/> A minor development <input checked="" type="checkbox"/> Is it possible that this will be come a state road? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Length of road: .25 - .3 miles Type of road (check one answer only) Private <input checked="" type="checkbox"/> Public <input type="checkbox"/>	<b>4. ROAD NAME INFORMATION**</b> What is the existing road name (if applicable)? Gallup Road  What are the proposed or new road name(s)? • Deep Roots Road • Animal Crossing •  If existing name is to be changed, what is the reason for this change? This road is currently a hard right turn off of Gallup Rd. It is the sole way to access 2 lots with a third possible dwelling access in the future as well.
<b>5. DIRECTIONS TO ROAD (only needed if it is a private road):</b> From Big Woods Rd, travel down Gallup Rd for approximately 1.75 miles until pavement ends and gravel begins; continue down gravel road for approximately .25 - .3 miles and this road will be on the right at that point with gravel Gallup Rd. continuing straight to reach 3 more lots	
<b>6. ATTACHMENTS REQUIRED</b> Names, addresses and phone numbers of ALL adjacent property owners (see page 2).** <ul style="list-style-type: none"> <li>• Signatures of at least 60% of adjacent property owners (see page 2).</li> <li>• Attached map with marked location of the road on the map.</li> </ul>	

**\*\*IMPORTANT:** The County Board of Commissioners may consider a number of factors when naming or renaming a road, including the number of adjacent owners, acreage of ownership, historical significance of a road name, and roads with similar names.

7. Signature of Applicant: Rippe Hendrick Date of Signature: 7/21/19  
Date Submitted to County EOC:

**IMPORTANT: If this form & required information is not completed and submitted properly, the petition is not valid.**

<b>PROVIDE A COMPLETE LIST OF ALL ADJACENT PROPERTY OWNERS, INCLUDING NAME, ADDRESS &amp; PHONE NUMBERS.</b>	<b>SIGNATURES: We, the undersigned owners, are in favor of the proposed road name inserted here: Deep Roots Road (NOTE: Only sign below if you approve of the road name above.)</b>
Name: John and Rieppe Hendrick Address: 1003 Ann Street Beaufort, NC 28516 Phone #: 919-609-8777	Signature: <i>Rieppe Hendrick</i>
Name: David and Melanie Long Address: 47 Forked Pine Ct. Chapel Hill, NC 27517 Phone #: 816-506-1848	Signature:
Name: John and Denise Collinash Address: 1700 Gallup Rd. Chapel Hill, NC 27517 Phone #: 724-464-9596	Signature: <i>John Collinash</i> <i>Denise Collinash</i>
Name: Tarheel Real Estate, Inc. Address: 1778 Gallup Rd. Chapel Hill NC 27517 Phone #: 919-542-4412	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:



**PROVIDE A COMPLETE LIST OF ALL ADJACENT PROPERTY OWNERS, INCLUDING NAME, ADDRESS & PHONE NUMBERS.**

**SIGNATURES: We, the undersigned owners, are in favor of the proposed road name inserted here: Deep Roots Road (NOTE: Only sign below if you approve of the road name above.)**

**Name:** John and Rieppe Hendrick  
**Address:** 1003 Ann Street Beaufort, NC 28516  
**Phone #:** 919-609-8777

**Signature:** *Rieppe Hendrick*

**Name:** David and Melanie Long  
**Address:** 47 Forked Pine Ct. Chapel Hill, NC 27517  
**Phone #:** 816-506-1848

**Signature:** *David A. Long*

**Name:** John and Denise Collinash  
**Address:** 1700 Gallup Rd. Chapel Hill, NC 27517  
**Phone #:** 724-464-9596

**Signature:**

**Name:** Tarheel Real Estate, Inc.  
**Address:** 1778 Gallup Rd. Chapel Hill NC 27517  
**Phone #:** 919-542-4412

**Signature:**

**Name:**  
**Address:**  
**Phone #:**

**Signature:**

**Name:**  
**Address:**  
**Phone #:**

**Signature:**

**Name:**  
**Address:**  
**Phone #:**

**Signature:**

**Name:**  
**Address:**  
**Phone #:**

**Signature:**

**Name:**  
**Address:**  
**Phone #:**

**Signature:**

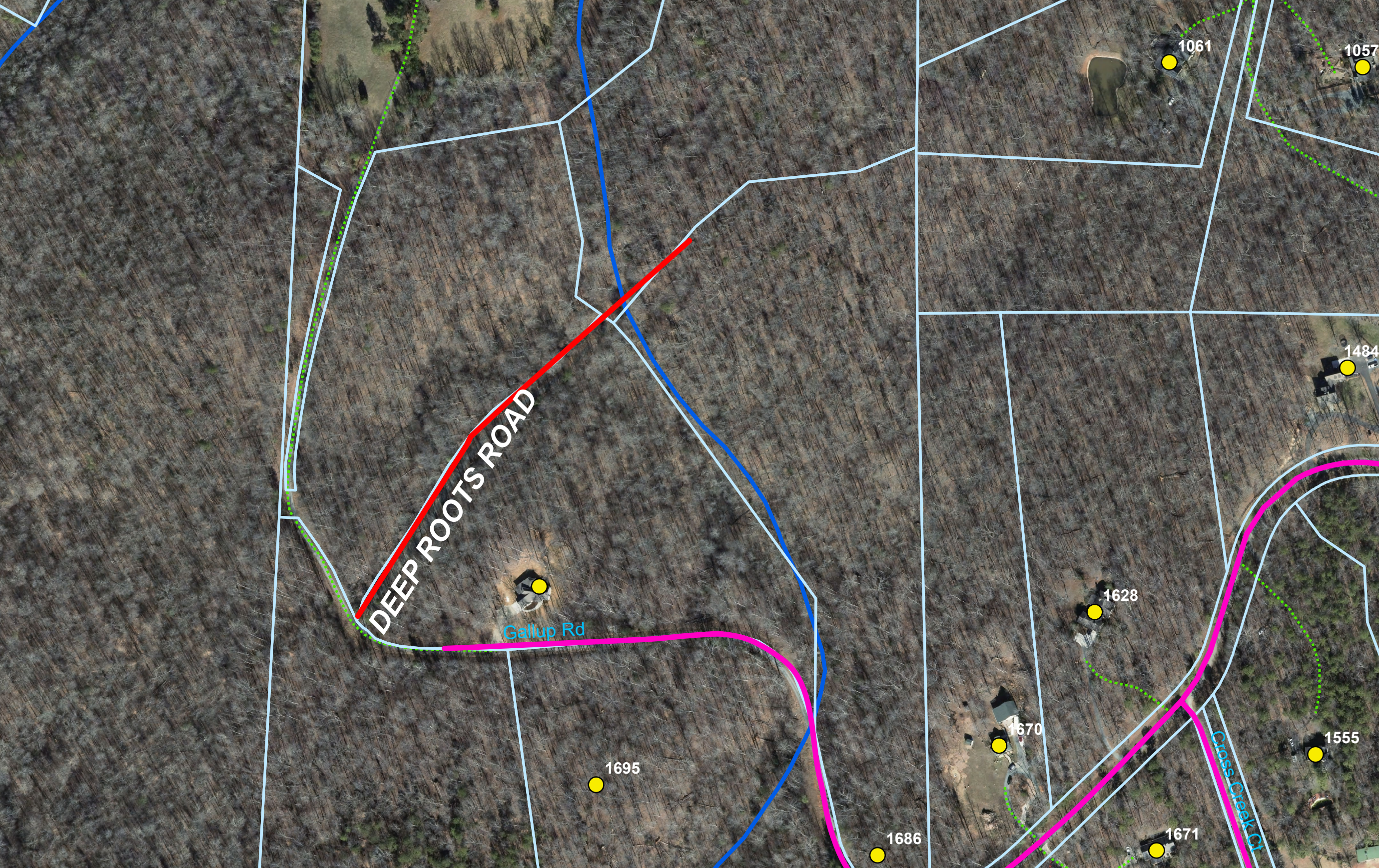
**Name:**  
**Address:**  
**Phone #:**

**Signature:**

**Name:**  
**Address:**  
**Phone #:**

**Signature:**





DEEP ROOTS ROAD

Gallup Rd

Cross Creek Ct

1061

1057

1484

1628

1555

1670

1671

1686

1695



## CHATHAM COUNTY ROAD NAMING REQUEST FORM

- **QUESTIONS:** Any questions concerning this form should be directed to:  
Denise Suits, 919-545-8163
- **RETURN COMPLETED FORM TO:** Chatham County Emergency Operations, P. O. Box 613,  
Pittsboro, NC 27312

### ALL INFORMATION BELOW MUST BE COMPLETED

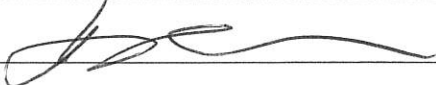

<b>1. APPLICANT INFORMATION</b> Name: <u>HAROLD MINTER HARRIS</u> Address: <u>1031 JONES FERRY RD</u> City, State & Zip Code: <u>PITTSBORO NC 27312</u> Phone Number: <u>919-260-8874</u>	<b>2. TYPE OF REQUEST (check one box only)</b> <input checked="" type="checkbox"/> Private road or driveway <input type="checkbox"/> Renaming of road <input type="checkbox"/> Other
<b>3. PROPERTY INFORMATION</b> State Road Number (if applicable): _____ Township(s) where Road Originates (check ONE): Albright <input type="checkbox"/> Baldwin <input checked="" type="checkbox"/> Bear Creek <input type="checkbox"/> Cape Fear <input type="checkbox"/> Center <input type="checkbox"/> Gulf <input type="checkbox"/> Hadley <input type="checkbox"/> Haw River <input type="checkbox"/> Hickory Mtn. <input type="checkbox"/> Matthews <input type="checkbox"/> New Hope <input type="checkbox"/> Oakland <input type="checkbox"/> Williams <input type="checkbox"/> Will this be part of a development? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If a development, is it: A major development <input type="checkbox"/> A minor development <input type="checkbox"/> Is it possible that this will become a state road? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Length of road: <u>910' ±</u> Type of road (check one answer only) Private <input checked="" type="checkbox"/> Public <input type="checkbox"/>	<b>4. ROAD NAME INFORMATION**</b> What is the existing road name (if applicable)? <u>N/A</u> What are the proposed or new road name(s)? <u>way</u> • <del>HARRIS FAMILY TRAIL</del> * <u>Harris Family Trail</u> • <u>Harris Family Lane</u>  If existing name is to be changed, what is the reason for this change? _____ _____ _____ _____
<b>5. DIRECTIONS TO ROAD (only needed if it is a private road):</b> <u>300' ± SOUTH OF LAMONT HOLLOW &amp; JONES FERRY</u> <u>ROAD INTERSECTION.</u>	
<b>6. ATTACHMENTS REQUIRED</b> <ul style="list-style-type: none"><li>• Names, addresses and phone numbers of ALL adjacent property owners (see page 2).**</li><li>• Signatures of at least 60% of adjacent property owners (see page 2).</li><li>• Attached map with marked location of the road on the map.</li></ul>	

**\*\*IMPORTANT:** The County Board of Commissioners may consider a number of factors when naming or renaming a road, including the number of adjacent owners, acreage of ownership, historical significance of a road name, and roads with similar names.

7. Signature of Applicant: Harold M. Harris Signature Date: 7-11-19  
Date Submitted to County EOC: x 7/24/19

**IMPORTANT:** If this form & required information is not completed and submitted properly, the petition is not valid.



<b>PROVIDE A COMPLETE LIST OF ALL ADJACENT PROPERTY OWNERS BELOW, INCLUDING NAME, ADDRESS &amp; PHONE NUMBERS.</b>	<b>SIGNATURES:</b> We, the undersigned owners, are in favor of the proposed road name inserted here: _____ (NOTE: Only sign below if you approve of the road name above.)
Name: <u>JAMIE LYNN HARRIS</u> Address: <u>1095 JONES FERRY RD</u> Phone #: <u>561-312-6914</u>	Signature: <u></u>
Name: <u>CLIFF HARRIS</u> Address: <u>1023 JONES FERRY RD</u> Phone #: <u>919-818-1677</u>	Signature: <u></u>
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____





1145

86

HARRIS FAMILY TRAIL

1095

1031

1023

1000

Jones Ferry Rd

Carlton Main Rd





# Chatham County, NC

## Text File

File Number: 19-3193

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Approval of Agenda and  
Consent Agenda

**In Control:** Tax Office Assessor

**File Type:** Agenda Item

Vote on a request to approve Tax Releases and Refunds

Action Requested: Vote on a request to approve Tax Releases and Refunds.

Introduction & Background: The attached list of taxpayers have requested a release or refund of their tax bills.

Discussion & Analysis: In accordance with G.S. 105-381, the attached list of taxpayers have requested a release or refund of their tax bills.

Recommendation: Vote to approve Tax Releases and Refunds.



DATE 8/05/19  
TIME 8:40:01

USER CHAMY  
SKIP NEGATIVE ABATEMENTS  
TAX

BOARD REVIEW OF CORRECTED RECEIPTS REPORT  
CHATHAM CO TAX DEPARTMENT  
DEPOSIT DATES 7/01/2019 THROUGH 7/31/2019  
OMIT ABATE CODES ERROR BOER CHGOF PTC

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PROG# CL2182

YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2010	HALL DANA ANDREW	7/29/2019	1600361	107		3.78				CRAVEN COUNTY	OCNTY
	** YEAR TOTALS **					3.78					
2011	HALL DANA ANDREW	7/29/2019	1792748	107		3.41				CRAVEN COUNTY	OCNTY
	** YEAR TOTALS **					3.41					
2012	HALL DANA ANDREW	7/29/2019	1916280	107		3.20				CRAVEN COUNTY	OCNTY
	** YEAR TOTALS **					3.20					
2013	HALL DANA ANDREW	7/29/2019	2051856	107		2.87				CRAVEN COUNTY	OCNTY
	** YEAR TOTALS **					2.87					
2014	HALL DANA ANDREW	7/29/2019	2132605	107		2.57				CRAVEN COUNTY	OCNTY
2014	SCHMIDT ROY EDWARD	7/19/2019	2135166	107		67.86				REMOVED PER 2014	OCNTY
	** YEAR TOTALS **					70.43					
2015	HALL DANA ANDREW	7/29/2019	2194449	107		2.40				CRAVEN COUNTY	OCNTY
2015	SCHMIDT ROY EDWARD	7/19/2019	2196861	107		62.35				REMOVED PER 2014	OCNTY
	** YEAR TOTALS **					64.75					
2016	HALL DANA ANDREW	7/29/2019	2256911	107		2.43				CRAVEN COUNTY	OCNTY
2016	SCHMIDT ROY EDWARD	7/19/2019	2259197	107		57.06				REMOVED PER 2014	OCNTY
	** YEAR TOTALS **					59.49					
2017	FOUSHEE TYLOR S	7/03/2019	2305905	105	138.66					SQUARE FOOTAGE O	RPVAL
2017	HALL DANA ANDREW	7/29/2019	2319744	107		4.03				CRAVEN COUNTY	OCNTY
2017	SCHMIDT ROY EDWARD	7/19/2019	2321907	107		50.99				REMOVED PER 2014	OCNTY
2017	SMITH ZACHARIAS	7/22/2019	2336799	107					34.00	PRIVATE HAULER	SWFEE
	** YEAR TOTALS **				138.66	55.02			34.00		
2018	FOUSHEE TYLOR S	7/03/2019	2369812	105	138.66					SQUARE FOOTAGE O	RPVAL
2018	HALL DANA ANDREW	7/29/2019	2382750	107		4.03				CRAVEN COUNTY	OCNTY
2018	SCHMIDT ROY EDWARD	7/19/2019	2384751	107		45.91				REMOVED PER 2014	OCNTY
2018	THOMAS AUDREY GAIL	7/29/2019	2372542	101		3.95				VEHICLE SOLD FOR	PPSLD
2018	WESTEND METHODIST CHURCH	7/31/2019	2411082	202	2507.99					RELG CODE REMOVE	EXEMP
	** YEAR TOTALS **				2646.65	53.89					
2019	ADKINS DANIEL LELAND	7/22/2019	2513653	101		5.57				NO LONGER IN CHA	OCNTY
2019	ADT LLC	7/22/2019	2517322	113		.85				MASS ABATEMENT B	BLMIN
2019	ADVANTAGE APPRAISALS INC	7/22/2019	2525242	107		.67				MASS ABATEMENT B	BLMIN
2019	ADVANTAGE APPRAISALS INC	7/22/2019	2525243	107		.24				MASS ABATEMENT B	BLMIN
2019	AQUA NORTH CAROLINA INC	7/22/2019	2506803	106	.79					MASS ABATEMENT B	BLMIN

DATE 8/05/19  
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YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2019	BARBOUR ALLEN B	7/22/2019	2485516	113	.79					MASS ABATEMENT B	BLMIN
2019	BARBOUR ALLEN B	7/22/2019	2485518	113	.58					MASS ABATEMENT B	BLMIN
2019	BAYLAUREL INC	7/22/2019	2542615	101	.85					MASS ABATEMENT B	BLMIN
2019	BAYLAUREL INC	7/22/2019	2542616	202	.74					MASS ABATEMENT B	BLMIN
2019	BLOQ RESOURCES PLLC	7/22/2019	2517651	106		.59				MASS ABATEMENT B	BLMIN
2019	BLOQ RESOURCES PLLC	7/22/2019	2517652	106		.06				MASS ABATEMENT B	BLMIN
2019	BLUE HERON PARTNERS INC	7/22/2019	2546683	107	.78					MASS ABATEMENT B	BLMIN
2019	BONLEE INVESTMENTS LLC	7/22/2019	2524889	103	.12					MASS ABATEMENT B	BLMIN
2019	BRIGHT JOANNA L	7/22/2019	2489367	106	.79					MASS ABATEMENT B	BLMIN
2019	BRIGHT JOANNA L TRUST	7/22/2019	2547354	106	.79					MASS ABATEMENT B	BLMIN
2019	BRIGHT TERESA	7/22/2019	2504515	201	.48					MASS ABATEMENT B	BLMIN
2019	BRIGHT WALTER ANTHONY	7/22/2019	2485681	106	.79					MASS ABATEMENT B	BLMIN
2019	BROOKS LOUISE WEBB	7/30/2019	2486413	202	1093.67					SCE REMOVED ERRO	NOSCE
2019	BRP LLC	7/22/2019	2528459	106	.99					MASS ABATEMENT B	BLMIN
2019	BRUTON EARL D	7/22/2019	2486550	113	.76					MASS ABATEMENT B	BLMIN
2019	BRYAN CLINTON E III TRUSTEE	7/22/2019	2522170	105	.19					MASS ABATEMENT B	BLMIN
2019	BURCH KIMBERLY M	7/22/2019	2501718	101	.71					MASS ABATEMENT B	BLMIN
2019	CHICKEN BRIDGE PROPERTIES LLC	7/22/2019	2498030	107	.98					MASS ABATEMENT B	BLMIN
2019	COLLINS VIRGINIA	7/22/2019	2548218	104		.14				MASS ABATEMENT B	BLMIN
2019	COOPER DOUG	7/22/2019	2533663	106	.82					MASS ABATEMENT B	BLMIN
2019	COPELAND CLINTON TRUSTEE	7/22/2019	2537054	107	.13					MASS ABATEMENT B	BLMIN
2019	CTW LAND & TIMBER	7/22/2019	2499057	104	.50					MASS ABATEMENT B	BLMIN
2019	DIAMANT LEIF ROBERT	7/22/2019	2485083	109	.22					MASS ABATEMENT B	BLMIN
2019	DISHNET SATELLITE BROADBAND	7/22/2019	2517455	107		.77				MASS ABATEMENT B	BLMIN
2019	DISHNET SATELLITE BROADBAND	7/22/2019	2517456	103		.28				MASS ABATEMENT B	BLMIN
2019	DISHNET SATELLITE BROADBAND	7/22/2019	2517458	105		.29				MASS ABATEMENT B	BLMIN
2019	DOWD EARL	7/22/2019	2487935	101	.64					MASS ABATEMENT B	BLMIN
2019	EAVES JIMMY LEWIS	7/30/2019	2494275	106	55.92					KEYING ERROR	RPVAL
2019	EAVES LUBY SCURLOCK ESTATE	7/22/2019	2508314	106	.79					MASS ABATEMENT B	BLMIN
2019	EFUNDS CORP	7/22/2019	2498293	105		.16				MASS ABATEMENT B	BLMIN
2019	EFUNDS CORPORATION	7/22/2019	2518272	107		.48				MASS ABATEMENT B	BLMIN
2019	ELLINGTON JOHN MARK	7/22/2019	2487774	101	.97					MASS ABATEMENT B	BLMIN
2019	FIRST DATA MERCHANT SERVICES	7/22/2019	2489500	103		.42				MASS ABATEMENT B	BLMIN
2019	FISCHER WILLIAM COOKE JR TRUST	7/22/2019	2534894	107	.75					MASS ABATEMENT B	BLMIN
2019	FISH JEAN S	7/22/2019	2541259	107	.50					MASS ABATEMENT B	BLMIN
2019	FREI JAMES D	7/31/2019	2532476	107		63.10				VALUE CORRECTION	PPVAL
2019	FRIERSON SHIRLEY B	7/22/2019	2545162	106	.79					MASS ABATEMENT B	BLMIN
2019	G J S LLC	7/22/2019	2536741	107		.22				MASS ABATEMENT B	BLMIN
2019	GAINES ETHEL D HEIRS	7/29/2019	2531950	113					125.00	REMOVAL OF SWFEE	SWFEE
2019	GANGEMI MARYBETH	7/22/2019	2525779	107		.08				MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509725	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509726	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509727	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509728	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509729	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509730	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509731	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509732	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509733	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509734	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509735	107	.78					MASS ABATEMENT B	BLMIN

DATE 8/05/19  
TIME 8:40:01

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YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2019	GOVERNORS CLUB POA INC	7/22/2019	2509736	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS CLUB POA INC	7/22/2019	2509737	107	.78					MASS ABATEMENT B	BLMIN
2019	GOVERNORS VILLAGE POA INC	7/22/2019	2509783	107	.78					MASS ABATEMENT B	BLMIN
2019	GREEN MOZEL	7/22/2019	2545163	106	.79					MASS ABATEMENT B	BLMIN
2019	GUNTER HARVEY D JR	7/22/2019	2507473	105	.80					MASS ABATEMENT B	BLMIN
2019	GUNTER STEPHEN M	7/22/2019	2522218	105	.97					MASS ABATEMENT B	BLMIN
2019	HALL DANA ANDREW	7/29/2019	2511626	107		4.28				CRAVEN COUNTY	OCNTY
2019	HART NORMA CAUDLE TRUSTEE	7/22/2019	2535303	131	.62					MASS ABATEMENT B	BLMIN
2019	HICKORY MTN BAPTIST CHURCH	7/22/2019	2506467	109	.31					MASS ABATEMENT B	BLMIN
2019	HOUSE OF LIFE PRINTS	7/22/2019	2495166	107		.10				MASS ABATEMENT B	BLMIN
2019	HOUSE OF LIFE PRINTS	7/22/2019	2495167	107		.66				MASS ABATEMENT B	BLMIN
2019	HUNT J PERRY	7/22/2019	2514219	110	.32					MASS ABATEMENT B	BLMIN
2019	INGLE DONALD LOUIS TRUSTEE ETA	7/22/2019	2496281	109	.35					MASS ABATEMENT B	BLMIN
2019	J E BOOTH FARMS LLC	7/22/2019	2522766	112	.56					MASS ABATEMENT B	BLMIN
2019	JENSEN ERIC	7/31/2019	2526469	107		144.46				PER WAKE CO WILD	PPSLD
2019	JOHNSON CONTROLS SECURITY	7/22/2019	2536483	201		.51				MASS ABATEMENT B	BLMIN
2019	JOHNSON DELL THOMAS	7/22/2019	2537757	109	.47					MASS ABATEMENT B	BLMIN
2019	JOHNSON SUSAN H	7/22/2019	2544962	107	.63					MASS ABATEMENT B	BLMIN
2019	JONES RODGER LEWIS	7/22/2019	2544981	113		4.18				SOLD PER 2019 LI	PPSLD
2019	JORDAN LAKE B & B	7/22/2019	2534057	105		.80				MASS ABATEMENT B	BLMIN
2019	KEEFE LESLIE J	7/22/2019	2545979	106	.79					MASS ABATEMENT B	BLMIN
2019	KEITH A TUTTLE FARMS INC	7/22/2019	2509188	110	.24					MASS ABATEMENT B	BLMIN
2019	KEITH A TUTTLE FARMS INC	7/22/2019	2544493	110	.35					MASS ABATEMENT B	BLMIN
2019	KNIGHT MICHAEL ROSS	7/31/2019	2520689	109		254.90				ALAMANCE COUNTY	OCNTY
2019	KNIGHT MICHAEL ROSS	7/31/2019	2520690	109		4.11				ALAMANCE COUNTY	OCNTY
2019	LEWALLEN RHONDA HOWELL	7/29/2019	2535608	109	488.15					SCE ERRONEOUSLY	NOSCE
2019	LONCHER STEVEN PAUL	7/31/2019	2528660	107		3.89				STORED IN WAKE C	OCNTY
2019	MARLATT THELMA R	7/22/2019	2523947	109	.26					MASS ABATEMENT B	BLMIN
2019	MCGHEE RUSSELL LEE JR	7/22/2019	2484993	106	.79					MASS ABATEMENT B	BLMIN
2019	MEISSNER GERHARD W TRUSTEE	7/22/2019	2532831	107	.13					MASS ABATEMENT B	BLMIN
2019	MIDLAND EQUIPMENT FINANCE	7/31/2019	2536370	107		512.56				PER AMENDED LIST	WVAL
2019	MOBILE REHAB, LLC	7/22/2019	2505606	107		.34				MASS ABATEMENT B	BLMIN
2019	MOBILE REHAB, LLC	7/22/2019	2505607	107		.46				MASS ABATEMENT B	BLMIN
2019	NCR CORPORATION	7/22/2019	2513205	112		.85				MASS ABATEMENT B	BLMIN
2019	NIELSEN AUDIO INC	7/22/2019	2522673	103		.91				MASS ABATEMENT B	BLMIN
2019	NIELSEN AUDIO INC	7/22/2019	2522674	109		.45				MASS ABATEMENT B	BLMIN
2019	PHILLIPS CAROL LEE LIFE ESTATE	7/22/2019	2531824	113	.95					MASS ABATEMENT B	BLMIN
2019	PITNEY BOWES GLOBAL FINANCIAL	7/22/2019	2505422	103		.44				MASS ABATEMENT B	BLMIN
2019	PITNEY BOWES, INC	7/22/2019	2498407	101		.67				MASS ABATEMENT B	BLMIN
2019	POE BONNIE BARNES	7/22/2019	2518719	105	.93					MASS ABATEMENT B	BLMIN
2019	POE INEZ M TRUSTEE	7/22/2019	2491046	107	.48					MASS ABATEMENT B	BLMIN
2019	PRESERVE @ JORDAN LAKE	7/22/2019	2507121	107	.78					MASS ABATEMENT B	BLMIN
2019	PRESERVE REH LLC	7/22/2019	2532360	107	.78					MASS ABATEMENT B	BLMIN
2019	RG BRYANT ESTATE	7/22/2019	2534940	105	.67					MASS ABATEMENT B	BLMIN
2019	RIDGEFIELD BUILDERS INC	7/22/2019	2513528	107		.43				MASS ABATEMENT B	BLMIN
2019	ROBERSON SHARON ANNETTE	7/22/2019	2510602	106	.25					MASS ABATEMENT B	BLMIN
2019	ROUTH REBECCA D	7/22/2019	2539887	113	.76					MASS ABATEMENT B	BLMIN
2019	S&D COFFEE INC	7/22/2019	2509600	103		.83				MASS ABATEMENT B	BLMIN
2019	SAFETY-KLEEN SYSTEMS, INC	7/22/2019	2507954	101		.41				MASS ABATEMENT B	BLMIN
2019	SCANTRON CORP	7/22/2019	2497113	201		.48				MASS ABATEMENT B	BLMIN
2019	SCOTT RUSSELL	7/22/2019	2539969	113	.76					MASS ABATEMENT B	BLMIN



DATE 8/05/19  
TIME 8:40:01

USER CHAMY  
SKIP NEGATIVE ABATEMENTS  
TAX

BOARD REVIEW OF CORRECTED RECEIPTS REPORT  
CHATHAM CO TAX DEPARTMENT  
DEPOSIT DATES 7/01/2019 THROUGH 7/31/2019  
OMIT ABATE CODES ERROR BOER CHGOF PTC  
DEPOSIT

PAGE 4  
PROG# CL2182

YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2019	SEARS DENNIS W	7/22/2019	2546558	104	.87					MASS ABATEMENT B	BLMIN
2019	SHAW ERIC RANDALL	7/29/2019	2532549	104	1039.36					CORRECT TO PUV	WVAL
2019	SHUEY KEVIN ARNOLD	7/29/2019	2536473	106		3.96				WAYNE COUNTY PER	OCNTY
2019	SIGNATURE AUTO SOLUTIONS INC	7/22/2019	2509661	201		.67				MASS ABATEMENT B	BLMIN
2019	SILER FARMS LLC	7/22/2019	2491902	101	.37					MASS ABATEMENT B	BLMIN
2019	SILVERLAKE ASSOCIATES LLC	7/22/2019	2512218	107		.99				MASS ABATEMENT B	BLMIN
2019	SMITH JULIE ANNE	7/22/2019	2545894	107	.72					MASS ABATEMENT B	BLMIN
2019	SMITH WILLIAM ARTHUR	7/22/2019	2540299	101	.30					MASS ABATEMENT B	BLMIN
2019	STEGNER ERIC ALLEN	7/31/2019	2505644	107		79.36				LOCATED IN DURHA	OCNTY
2019	STEGNER ERIC ALLEN	7/31/2019	2505645	107		18.29				LOCATED IN DURHA	OCNTY
2019	STROWD MTN HOMEOWNERS ASSN INC	7/22/2019	2505355	107	.78					MASS ABATEMENT B	BLMIN
2019	STROWD MTN HOMEOWNERS ASSN INC	7/22/2019	2505356	107	.78					MASS ABATEMENT B	BLMIN
2019	SWAMBACK JOHN WILLIAM	7/30/2019	2514271	105		35.42				FRANKLIN COUNTY	OCNTY
2019	T FARMS INC	7/22/2019	2492939	104	.73					MASS ABATEMENT B	BLMIN
2019	TASTES LIKE MORE....	7/22/2019	2523218	109		.79				MASS ABATEMENT B	BLMIN
2019	THE HUSSEY FARM LLC	7/31/2019	2524468	113		90.78				IRP SOLD IN 2018	PPSLD
2019	THOMAS AUDREY GAIL	7/29/2019	2502130	101		4.35				VEHICLE SOLD FOR	PPSLD
2019	TOWN OF CARY	7/30/2019	2524434	203					125.00	REMOVE SWFEE	SWFEE
2019	TOWN OF PITTSBORO	7/29/2019	2541919	201	3061.31					CODE ERRONEOUSLY	EXEMP
2019	UNKNOWN OWNER	7/22/2019	2492461	109	.92					MASS ABATEMENT B	BLMIN
2019	UNKNOWN OWNER	7/22/2019	2510582	202	.24					MASS ABATEMENT B	BLMIN
2019	UNKNOWN OWNER	7/22/2019	2513621	103	.44					MASS ABATEMENT B	BLMIN
2019	UNKNOWN OWNER	7/22/2019	2514319	107	.78					MASS ABATEMENT B	BLMIN
2019	VOLLER LOTHAR & VIKTORIA DBA	7/22/2019	2546911	107	.78					MASS ABATEMENT B	BLMIN
2019	WAYPORT INC	7/22/2019	2509567	201		.62				MASS ABATEMENT B	BLMIN
2019	WELLMAN JAMES R	7/30/2019	2520677	202	595.38					SCE REMOVED ERRO	NOSCE
2019	WESTEND METHODIST CHURCH	7/31/2019	2542058	202	2666.43					REL CODE REMOVE	EXEMP
2019	WHITE BOBBY LOUIS ETAL	7/22/2019	2493771	101	.71					MASS ABATEMENT B	BLMIN
2019	WHITE DOVE HOLDINGS,LLC	7/22/2019	2507930	109		.06				MASS ABATEMENT B	BLMIN
2019	WHITE DOVE HOLDINGS,LLC	7/22/2019	2507931	109		.80				MASS ABATEMENT B	BLMIN
2019	WHITE DOVE HOLDINGS,LLC	7/22/2019	2507932	109		.03				MASS ABATEMENT B	BLMIN
2019	WICKER ELMIRA	7/22/2019	2495815	104	.23					MASS ABATEMENT B	BLMIN
2019	WILLIAMS PHYLLIS I ETAL	7/22/2019	2497566	106	.79					MASS ABATEMENT B	BLMIN
2019	WOODELL JENNIFER PETTIT	7/22/2019	2489116	103	.55					MASS ABATEMENT B	BLMIN
2019	WOODLANDS OF C H HOMEOWNERS AS	7/22/2019	2500497	107	.78					MASS ABATEMENT B	BLMIN
2019	WOOLARD MARGIE P	7/22/2019	2531069	104	.85					MASS ABATEMENT B	BLMIN
2019	WRIGHT JOSEPH C	7/22/2019	2541498	101	.94					MASS ABATEMENT B	BLMIN
2019	XEROX CORP BSG TAXES	7/22/2019	2543292	107		.59				MASS ABATEMENT B	BLMIN

\*\* YEAR TOTALS \*\*

9055.68 1247.35

250.00

\*\*\* FINAL TOTALS \*\*\*

11840.99 1564.19

284.00

\*\*\* NORMAL END OF JOB \*\*\*



North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
AULD, MARTHA ANNE	AULD, MARTHA ANNE		30139 WALSER		CHAPEL HILL, NC 27517	Proration	0024878540	5M9291	AUTHORIZED	109848100	Refund Generated due to proration on Bill #0024878540-2018-0000-00
BARNES, TIMOTHY KEITH	BARNES, TIMOTHY KEITH	BARNES, HEIDI ANDERSEN	10432 SWAIN		CHAPEL HILL, NC 27517	Proration	0014483117	UNNC	AUTHORIZED	109698948	Refund Generated due to proration on Bill #0014483117-2018-0000-00
BERG, ERIK GEORGE	BERG, ERIK GEORGE		2458 HAMLETS CHAPEL RD		PITTSBORO, NC 27312	Proration	0040811468	EL9759	AUTHORIZED	108936608	Refund Generated due to proration on Bill #0040811468-2017-0000-00
BERSON, GERALD PAUL	BERSON, GERALD PAUL	BERSON, MARSHA ELLEN	1229 MARSALIS WAY		CARY, NC 27519	Proration	0018812505	ZWP5646	AUTHORIZED	164548692	Refund Generated due to proration on Bill #0018812505-2018-0000-00
BINNIE, DOUGLAS HUGH	BINNIE, DOUGLAS HUGH		91 BERRY PATCH LN		PITTSBORO, NC 27312	Proration	0045758598	PHW3470	AUTHORIZED	110125802	Refund Generated due to proration on Bill #0045758598-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	07/22/2019	7/22/2019 8:13:24 AM
ie	Vehicle Sold	07/18/2019	7/18/2019 8:40:47 AM
ie	Vehicle Sold	07/02/2019	7/2/2019 2:13:05 PM
ie	Vehicle Sold	07/18/2019	7/18/2019 10:57:08 AM
ie	Vehicle Totalled	07/26/2019	7/26/2019 10:50:24 AM





North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$17.44)	\$0.00	(\$17.44)
07	Tax	(\$2.86)	\$0.00	(\$2.86)
			Refund	\$20.30
00	Tax	(\$6.88)	\$0.00	(\$6.88)
07	Tax	(\$1.12)	\$0.00	(\$1.12)
			Refund	\$8.00
00	Tax	(\$45.08)	(\$2.25)	(\$47.33)
07	Tax	(\$7.39)	(\$0.37)	(\$7.76)
			Refund	\$55.09
00	Tax	(\$18.40)	\$0.00	(\$18.40)
23	Tax	(\$10.26)	\$0.00	(\$10.26)
23	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
			Refund	\$58.66
00	Tax	(\$82.12)	\$0.00	(\$82.12)
06	Tax	(\$16.02)	\$0.00	(\$16.02)
			Refund	\$98.14



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
BOONE, ARCHIE THOMAS JR	BOONE, ARCHIE THOMAS JR		104 CHARLIE FIELDS RD		PITTSBORO, NC 27312	Proration	0043939519	FHC9463	AUTHORIZED	108936572	Refund Generated due to proration on Bill #0043939519-2018-0000-00
CHAVIS PUMPING SERVICE INC	CHAVIS PUMPING SERVICE INC		3618 HAMLETS CHAPEL RD		PITTSBORO, NC 27312	Adjustment >= \$100	0037704067	ZB50523	AUTHORIZED	109301340	Refund Generated due to adjustment on Bill #0037704067-2018-0000-00
COBLE, ETHEL MARIE	COBLE, ETHEL MARIE		519 W RALEIGH ST		SILER CITY, NC 27344	Proration	0043200941	PJZ7893	AUTHORIZED	165514341	Refund Generated due to proration on Bill #0043200941-2018-0000-00
COCHIE, JAMES ALLEN	COCHIE, JAMES ALLEN		165 WILD WIND DR		CHAPEL HILL, NC 27516	Proration	0036023841	EJZ6626	AUTHORIZED	109240986	Refund Generated due to proration on Bill #0036023841-2018-0000-00
COCKMAN, KATHY ALLRED	COCKMAN, KATHY ALLRED		787 PINEY GROVE CHURCH RD		SILER CITY, NC 27344	Proration	0034549100	SRZ9911	AUTHORIZED	110125678	Refund Generated due to proration on Bill #0034549100-2018-0000-00



North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	07/02/2019	7/2/2019 1:53:24 PM
ie	SLVG or RBLT TTL	07/10/2019	7/19/2019 10:58:40 AM
ie	Vehicle Totalled	07/30/2019	7/31/2019 11:34:10 AM
ie	Vehicle Sold	07/09/2019	7/10/2019 11:08:28 AM
ie	Vehicle Sold	07/26/2019	7/26/2019 9:01:14 AM





North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$55.85)	\$0.00	(\$55.85)
07	Tax	(\$9.16)	\$0.00	(\$9.16)
			Refund	\$65.01
00	Tax	(\$636.70)	\$0.00	(\$636.70)
07	Tax	(\$104.41)	\$0.00	(\$104.41)
			Refund	\$741.11
00	Tax	(\$64.89)	\$0.00	(\$64.89)
22	Tax	(\$52.69)	\$0.00	(\$52.69)
22	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$117.58
00	Tax	(\$88.35)	\$0.00	(\$88.35)
07	Tax	(\$14.49)	\$0.00	(\$14.49)
			Refund	\$102.84
00	Tax	(\$5.65)	\$0.00	(\$5.65)
01	Tax	(\$0.81)	\$0.00	(\$0.81)
			Refund	\$6.46

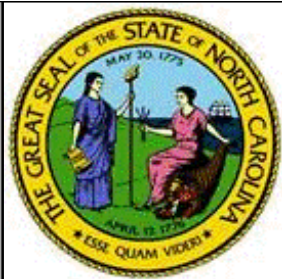


North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
DEATON, CORY JAMES	DEATON, CORY JAMES	HONEYCUTT, COURTNEY BLAIRE	110 RICHMOND PARK DR		CAMERON, NC 28326	Proration	0048108226	PJN8357	AUTHORIZED	109922652	Refund Generated due to proration on Bill #0048108226-2018-0000-00
DEHNE, EMMA CRISTINA	DEHNE, EMMA CRISTINA	DEHNE, ANDREW MICHAEL	95 HAWK POINT RD		CHAPEL HILL, NC 27516	Proration	0045775219	ZRT7011	AUTHORIZED	109006194	Refund Generated due to proration on Bill #0045775219-2018-0000-00
DEMAREST, MICHAEL RAYMOND	DEMAREST, MICHAEL RAYMOND		50 JUNIPER CT		PITTSBORO, NC 27312	Proration	0046142404	FFC7709	AUTHORIZED	108837852	Refund Generated due to proration on Bill #0046142404-2018-0000-00
DIFRANCO, DANIEL JACK	DIFRANCO, DANIEL JACK		1491 FARRINGTON POINT RD		CHAPEL HILL, NC 27517	Proration	0034036502	EFV9725	AUTHORIZED	109005918	Refund Generated due to proration on Bill #0034036502-2018-0000-00
ELITE BUILDING SOLUTIONS INC	ELITE BUILDING SOLUTIONS INC		15 BROWN BEAR		CHAPEL HILL, NC 27517	Proration	0045627961	ED8645	AUTHORIZED	110125906	Refund Generated due to proration on Bill #0045627961-2018-0000-00



North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	07/23/2019	7/25/2019 1:10:34 PM
ie	Vehicle Totalled	07/03/2019	7/3/2019 11:19:38 AM
ie	Vehicle Sold	07/01/2019	7/1/2019 1:14:56 PM
ie	Vehicle Sold	07/03/2019	7/3/2019 8:32:10 AM
ie	Vehicle Sold	07/26/2019	7/30/2019 4:47:09 PM





North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$229.11)	\$0.00	(\$229.11)
21	Tax	(\$158.05)	\$0.00	(\$158.05)
			Refund	\$387.16
00	Tax	(\$45.04)	\$0.00	(\$45.04)
07	Tax	(\$7.39)	\$0.00	(\$7.39)
			Refund	\$52.43
00	Tax	(\$25.65)	\$0.00	(\$25.65)
21	Tax	(\$17.69)	\$0.00	(\$17.69)
			Refund	\$43.34
00	Tax	(\$2.20)	\$0.00	(\$2.20)
07	Tax	(\$0.36)	\$0.00	(\$0.36)
			Refund	\$2.56
00	Tax	(\$118.55)	\$0.00	(\$118.55)
07	Tax	(\$19.44)	\$0.00	(\$19.44)
			Refund	\$137.99

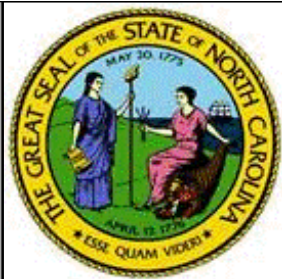


North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
ELITE BUILDING SOLUTIONS INC	ELITE BUILDING SOLUTIONS INC		15 BROWN BEAR		CHAPEL HILL, NC 27517	Proration	0041755636	FE4769	AUTHORIZED	110125882	Refund Generated due to proration on Bill #0041755636-2017-0000-00
ERANA, MICHAEL FRANCIS	ERANA, MICHAEL FRANCIS		324 JOHN HORTON RD		APEX, NC 27523	Proration	0037880499	EMC6807	AUTHORIZED	109698980	Refund Generated due to proration on Bill #0037880499-2018-0000-00
FISCHER, MARK CHARLES	FISCHER, MARK CHARLES	FISCHER, TERESA ANNE	542 WOODY STORE RD		SILER CITY, NC 27344	Proration	0042800842	FBC3888	AUTHORIZED	108936552	Refund Generated due to proration on Bill #0042800842-2017-0000-00
GABOR, ROBERT JAMES	GABOR, ROBERT JAMES		698 VALLEY LN		PITTSBORO, NC 27312	Proration	0045901518	0BXPB0	AUTHORIZED	109514158	Refund Generated due to proration on Bill #0045901518-2018-0000-00
GLOSSON, JEFFREY NEAL	GLOSSON, JEFFREY NEAL		25 BARON CT		PITTSBORO, NC 27312	Proration	0045546927	FKW4746	AUTHORIZED	109301308	Refund Generated due to proration on Bill #0045546927-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	07/26/2019	7/26/2019 11:43:24 AM
ie	Vehicle Sold	07/18/2019	7/19/2019 10:58:49 AM
ie	Vehicle Totalled	07/02/2019	7/2/2019 1:45:10 PM
ie	Vehicle Sold	07/15/2019	7/15/2019 11:05:35 AM
ie	Vehicle Sold	07/10/2019	7/10/2019 8:20:38 AM





North Carolina Ver

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$12.18)	\$0.00	(\$12.18)
07	Tax	(\$2.00)	\$0.00	(\$2.00)
			Refund	\$14.18
00	Tax	(\$115.61)	\$0.00	(\$115.61)
08	Tax	(\$18.96)	\$0.00	(\$18.96)
			Refund	\$134.57
00	Tax	(\$46.23)	\$0.00	(\$46.23)
09	Tax	(\$5.04)	\$0.00	(\$5.04)
			Refund	\$51.27
00	Tax	(\$34.26)	(\$1.97)	(\$36.23)
07	Tax	(\$5.62)	(\$0.32)	(\$5.94)
			Refund	\$42.17
00	Tax	(\$3.22)	\$0.00	(\$3.22)
21	Tax	(\$2.22)	\$0.00	(\$2.22)
			Refund	\$5.44



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
HALES, DIANA HESTOR	HALES, DIANA HESTOR		528 WILL BE LN		SILER CITY, NC 27344	Proration	0014479917	MXV5689	AUTHORIZED	109169088	Refund Generated due to proration on Bill #0014479917-2018-0000-00
HOFFER, LUCAS MICHAEL	HOFFER, LUCAS MICHAEL		46 TREYWOOD LANE		CHAPEL HILL, NC 27516	Proration	0018812273	BMP9535	AUTHORIZED	109583438	Refund Generated due to proration on Bill #0018812273-2018-0000-00
JARMAN, JOHN BARRETT	JARMAN, JOHN BARRETT		407 LANE JORDAN RD		STALEY, NC 27355	Proration	0043918287	DJB2642	AUTHORIZED	108936600	Refund Generated due to proration on Bill #0043918287-2017-0000-00
JEAN, FLOYD HAROLD	JEAN, FLOYD HAROLD	JEAN, BETTY BELLMAN	2903 SAINTSBURG PLAZA	UNIT 402	FAIRFAX, VA 22031	Proration	0022720793	CDY5609	AUTHORIZED	163628481	Refund Generated due to proration on Bill #0022720793-2018-0000-00
JOHANSSON, ANDERS STURE	JOHANSSON, ANDERS STURE		1449 LUTHER RD		APEX, NC 27523	Proration	0043262356	HR1958	AUTHORIZED	109848704	Refund Generated due to proration on Bill #0043262356-2018-0000-00



North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	07/08/2019	7/8/2019 12:58:49 PM
ie	Vehicle Sold	07/16/2019	7/16/2019 11:45:24 AM
ie	Vehicle Sold	07/02/2019	7/10/2019 11:08:28 AM
ie	Vehicle Sold	07/05/2019	7/5/2019 2:58:37 PM
ie	Vehicle Sold	07/22/2019	7/22/2019 2:21:14 PM





North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$1.83)	\$0.00	(\$1.83)
03	Tax	(\$0.20)	\$0.00	(\$0.20)
			Refund	\$2.03
00	Tax	(\$24.64)	\$0.00	(\$24.64)
07	Tax	(\$4.04)	\$0.00	(\$4.04)
			Refund	\$28.68
00	Tax	(\$109.38)	\$0.00	(\$109.38)
01	Tax	(\$15.67)	\$0.00	(\$15.67)
			Refund	\$125.05
00	Tax	(\$29.46)	\$0.00	(\$29.46)
23	Tax	(\$16.41)	\$0.00	(\$16.41)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$45.87
00	Tax	(\$19.63)	\$0.00	(\$19.63)
07	Tax	(\$3.22)	\$0.00	(\$3.22)
			Refund	\$22.85



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
JOHNSON, JOSHUA ISAIAH	JOHNSON, JOSHUA ISAIAH	JOHNSON, JAMIE LYNN	2341 PERSIMMON RIDGE DR		RALEIGH, NC 27604	Proration	0045250935	DKZ4003	AUTHORIZED	109420808	Refund Generated due to proration on Bill #0045250935-2018-0000-00
KUDAMIK, GREGORY JAMES	KUDAMIK, GREGORY JAMES	KUDAMIK, CAROLYN JOYCE	3672 PEA RIDGE RD		NEW HILL, NC 27562	Proration	0014485549	4X6241	AUTHORIZED	108837294	Refund Generated due to proration on Bill #0014485549-2018-0000-00
LAMBETH, WILLIAM BARRY	LAMBETH, WILLIAM BARRY	LAMBETH, CONNIE FOUSHEE	PO BOX 1716		PITTSBORO, NC 27312	Proration	0045780335	BZ36684	AUTHORIZED	109583502	Refund Generated due to proration on Bill #0045780335-2018-0000-00
LANDIS, MARK ETHERIDGE	LANDIS, MARK ETHERIDGE		241 SHAD LN		APEX, NC 27523	Proration	0041334898	FCR1261	AUTHORIZED	109756504	Refund Generated due to proration on Bill #0041334898-2018-0000-00
LEE, BELISSA MATTHEWS	LEE, BELISSA MATTHEWS		1442 GADE BRYANT RD		MONCURE, NC 27559	Proration	0041225440	EHS8743	AUTHORIZED	109421144	Refund Generated due to proration on Bill #0041225440-2018-0000-00



North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	07/12/2019	7/12/2019 10:42:17 AM
ie	Vehicle Sold	07/01/2019	7/1/2019 8:20:48 AM
ie	Vehicle Sold	07/16/2019	7/16/2019 12:22:51 PM
ie	Vehicle Sold	07/19/2019	7/23/2019 2:19:44 PM
ie	Vehicle Sold	07/12/2019	7/12/2019 3:15:39 PM





North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$25.23)	\$0.00	(\$25.23)
03	Tax	(\$2.81)	\$0.00	(\$2.81)
			Refund	\$28.04
00	Tax	(\$54.98)	\$0.00	(\$54.98)
05	Tax	(\$10.94)	\$0.00	(\$10.94)
			Refund	\$65.92
00	Tax	(\$2.35)	\$0.00	(\$2.35)
06	Tax	(\$0.46)	\$0.00	(\$0.46)
			Refund	\$2.81
00	Tax	(\$91.07)	\$0.00	(\$91.07)
07	Tax	(\$14.93)	\$0.00	(\$14.93)
			Refund	\$106.00
00	Tax	(\$54.64)	\$0.00	(\$54.64)
05	Tax	(\$10.87)	\$0.00	(\$10.87)
			Refund	\$65.51



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
LEE, SANTANA DARRELL	LEE, SANTANA DARRELL		7 HENLEY RD		CHAPEL HILL, NC 27517	Proration	0044016887	FFC8095	AUTHORIZED	108936586	Refund Generated due to proration on Bill #0044016887-2018-0000-00
LOH, AIK HONG JAMES	LOH, AIK HONG JAMES		8001 DEVELOPMENT DR	B8/4S-P18	MORRISVILLE, NC 27560	Proration	0044725661	FHA7817	AUTHORIZED	108837956	Refund Generated due to proration on Bill #0044725661-2018-0000-00
LOWERS, SEAN THOMAS	LOWERS, SEAN THOMAS		210 CHATHAM FOREST DR		PITTSBORO, NC 27312	Proration	0034376043	U304H	AUTHORIZED	109085652	Refund Generated due to proration on Bill #0034376043-2018-0000-00
MARTINEZ, ANA MILAGRO-ROMERO	MARTINEZ, ANA MILAGRO-ROMERO		220 MLK JR BLVD		SILER CITY, NC 27344	Proration	0047956186	HAY4890	AUTHORIZED	165188754	Refund Generated due to proration on Bill #0047956186-2018-0000-00
MCLAURIN, TIMOTHY LEE	MCLAURIN, TIMOTHY LEE		173 PINE COURT DR		SILER CITY, NC 27344	Proration	0045366862	EAK6105	AUTHORIZED	109848688	Refund Generated due to proration on Bill #0045366862-2018-0000-00



North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	07/02/2019	7/2/2019 2:03:50 PM
ie	Vehicle Sold	07/01/2019	7/1/2019 2:24:18 PM
ie	Vehicle Sold	07/05/2019	7/5/2019 2:58:18 PM
ie	Tag Surrender	07/26/2019	7/30/2019 4:47:09 PM
ie	Vehicle Sold	07/22/2019	7/23/2019 2:19:44 PM





North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$14.66)	\$0.00	(\$14.66)
07	Tax	(\$2.40)	\$0.00	(\$2.40)
			Refund	\$17.06
00	Tax	(\$18.06)	\$0.00	(\$18.06)
21	Tax	(\$12.46)	\$0.00	(\$12.46)
			Refund	\$30.52
00	Tax	(\$41.67)	\$0.00	(\$41.67)
21	Tax	(\$28.75)	\$0.00	(\$28.75)
			Refund	\$70.42
00	Tax	(\$87.75)	\$0.00	(\$87.75)
22	Tax	(\$71.25)	\$0.00	(\$71.25)
22	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
			Refund	\$164.00
00	Tax	(\$140.19)	\$0.00	(\$140.19)
01	Tax	(\$20.09)	\$0.00	(\$20.09)
			Refund	\$160.28



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
MUEHLBACH, ANITA COOPER	MUEHLBACH, ANITA COOPER		1352 HWY 87 N		PITTSBORO, NC 27312	Adjustment < \$100	0048785362	WXB9444	AUTHORIZED	164040861	Refund Generated due to adjustment on Bill #0048785362-2019-0000
MURDAUGH, ROBERT EDWARD	MURDAUGH, ROBERT EDWARD		PO BOX 934		CARRBORO, NC 27510	Adjustment < \$100	0014486483	CE77186	AUTHORIZED	110125740	Refund Generated due to adjustment on Bill #0014486483-2018-0000-00
PARRA, MARY GERMAINE	PARRA, MARY GERMAINE		293 DARK FOREST DR		CHAPEL HILL, NC 27516	Proration	0042776107	PJL1585	AUTHORIZED	108936554	Refund Generated due to proration on Bill #0042776107-2017-0000-00
PICA BUILDERS INC	PICA BUILDERS INC		PO BOX 1577		PITTSBORO, NC 27312	Adjustment < \$100	0041761613	FAA7736	AUTHORIZED	109420824	Refund Generated due to adjustment on Bill #0041761613-2018-0000-00
SANDERS-SCOTT, LANA SUE	SANDERS-SCOTT, LANA SUE		407 NICKS BND W		PITTSBORO, NC 27312	Proration	0035493999	EJJ8507	AUTHORIZED	109756240	Refund Generated due to proration on Bill #0035493999-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie l -	Situs error	07/11/2019	7/11/2019 10:30:00 AM
ie l -	Over Assessment	07/26/2019	7/26/2019 10:10:52 AM
ie l -	Vehicle Totalled	07/02/2019	7/2/2019 1:46:48 PM
ie l -	Over Assessment	07/12/2019	7/12/2019 10:59:55 AM
ie l -	Tag Surrender	07/19/2019	7/19/2019 10:26:53 AM





North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$37.52)	\$0.00	(\$37.52)
06	Tax	\$10.61	\$0.00	\$10.61
			Refund	\$26.91
00	Tax	(\$16.38)	(\$0.82)	(\$17.20)
07	Tax	(\$2.69)	(\$0.14)	(\$2.83)
			Refund	\$20.03
00	Tax	(\$80.00)	\$0.00	(\$80.00)
07	Tax	(\$13.12)	\$0.00	(\$13.12)
			Refund	\$93.12
00	Tax	(\$65.69)	\$0.00	(\$65.69)
06	Tax	(\$12.81)	\$0.00	(\$12.81)
			Refund	\$78.50
00	Tax	(\$32.13)	\$0.00	(\$32.13)
07	Tax	(\$5.27)	\$0.00	(\$5.27)
			Refund	\$37.40



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
SHARPE, RICKY CHARLES	SHARPE, RICKY CHARLES		5790 GOLDSTON PITTSBORO	RD	BEAR CREEK, NC 27207	Proration	0041156976	3P9875	AUTHORIZED	109514102	Refund Generated due to proration on Bill #0041156976-2018-0000-00
SHERYL MAR CO LLC	SHERYL MAR CO LLC		87 NORWOOD RD		CHAPEL HILL, NC 27516	Proration	0032015813	DBL7657	AUTHORIZED	109641684	Refund Generated due to proration on Bill #0032015813-2017-0000-00
SILVA, JAMES JOSEPH	SILVA, JAMES JOSEPH		405 BIRNAMWOOD DR		CHAPEL HILL, NC 27516	Proration	0044153995	HX9119	AUTHORIZED	109989642	Refund Generated due to proration on Bill #0044153995-2018-0000-00
SINGLETARY, JOHN DANIEL	SINGLETARY, JOHN DANIEL		59 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0018815425	ZTK3743	AUTHORIZED	108936582	Refund Generated due to proration on Bill #0018815425-2017-0000-00
SORGMAN, BRAM WILLIAM	SORGMAN, BRAM WILLIAM		2223 LYSTRA RD		CHAPEL HILL, NC 27517	Adjustment < \$100	0018814488	ACZ4460	AUTHORIZED	109699194	Refund Generated due to adjustment on Bill #0018814488-2018-0000-00



North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	07/15/2019	7/19/2019 10:58:49 AM
ie	Vehicle Sold	07/17/2019	7/17/2019 12:04:59 PM
ie	Vehicle Sold	07/24/2019	7/24/2019 10:56:40 AM
ie	Vehicle Totalled	07/02/2019	7/2/2019 1:59:48 PM
ie	Mileage	07/18/2019	7/18/2019 11:34:57 AM





North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$92.02)	\$0.00	(\$92.02)
04	Tax	(\$13.18)	\$0.00	(\$13.18)
			Refund	\$105.20
00	Tax	(\$33.06)	\$0.00	(\$33.06)
07	Tax	(\$5.42)	\$0.00	(\$5.42)
			Refund	\$38.48
00	Tax	(\$12.20)	\$0.00	(\$12.20)
07	Tax	(\$2.00)	\$0.00	(\$2.00)
			Refund	\$14.20
00	Tax	(\$38.15)	\$0.00	(\$38.15)
07	Tax	(\$6.25)	\$0.00	(\$6.25)
			Refund	\$44.40
00	Tax	(\$10.02)	\$0.00	(\$10.02)
07	Tax	(\$1.64)	\$0.00	(\$1.64)
			Refund	\$11.66



North Carolina Veh

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
THE HOPE WATTS REVOCABLE TRUST DTD JUNE 14 2002	THE HOPE WATTS REVOCABLE TRUST DTD JUNE 14 2002	WATTS, BARRY DAVID	4001 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0031699512	ECD5125	AUTHORIZED	110125928	Refund Generated due to proration on Bill #0031699512-2018-0000-00
VIOLAND, CHARLES EDWARD	VIOLAND, CHARLES EDWARD	VIOLAND, SANDRA ELAINE	516 NICKEL CREEK CIR		CARY, NC 27519	Proration	0042132515	CJL9450	AUTHORIZED	164772753	Refund Generated due to proration on Bill #0042132515-2018-0000-00
WILLIAMS, MARK DEWAYNE	WILLIAMS, MARK DEWAYNE		353 WINDSONG DR		PITTSBORO, NC 27312	Proration	0046132305	3R7626	AUTHORIZED	109421106	Refund Generated due to proration on Bill #0046132305-2018-0000-00
WILLIAMSON, TOVAH JEAN	WILLIAMSON, TOVAH JEAN		9530 CAMPI DR		LAKE WORTH, FL 33467	Proration	0048358447	HAL8278	AUTHORIZED	108837540	Refund Generated due to proration on Bill #0048358447-2018-0000-00
WILSON, CASEY SCOTT	WILSON, CASEY SCOTT	LUSTGARTEN , MEGHANN	1530 BYNUM RIDGE RD		PITTSBORO, NC 27312	Proration	0045321845	ABB3759	AUTHORIZED	109301294	Refund Generated due to proration on Bill #0045321845-2018-0000-00



North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	07/26/2019	7/30/2019 4:47:09 PM
-			
ie	Vehicle Sold	07/22/2019	7/23/2019 2:19:43 PM
-			
ie	Vehicle Sold	07/12/2019	7/12/2019 2:57:32 PM
-			
ie	Reg . Out of state	07/01/2019	7/10/2019 11:08:28 AM
-			
ie	Vehicle Sold	07/10/2019	7/10/2019 7:58:44 AM
-			





North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$93.69)	\$0.00	(\$93.69)
07	Tax	(\$15.37)	\$0.00	(\$15.37)
			Refund	\$109.06
00	Tax	(\$87.97)	\$0.00	(\$87.97)
23	Tax	(\$49.02)	\$0.00	(\$49.02)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$136.99
00	Tax	(\$3.87)	(\$0.19)	(\$4.06)
21	Tax	(\$2.67)	(\$0.13)	(\$2.80)
			Refund	\$6.86
00	Tax	(\$97.48)	\$0.00	(\$97.48)
12	Tax	(\$15.52)	\$0.00	(\$15.52)
			Refund	\$113.00
00	Tax	(\$31.57)	\$0.00	(\$31.57)
07	Tax	(\$5.18)	\$0.00	(\$5.18)
			Refund	\$36.75
			Refund Total	\$3951.90

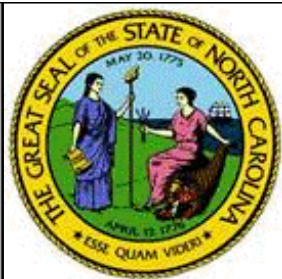


North Carolina Ver

NCVTS Pending

Report Date 8/2/2019 8:56:54 AM

Tax Jurisdiction	District Type	Net Change
00	COUNTY	(\$3,068.41)
21	CITY	(\$259.49)
22	CITY	(\$128.94)
23	CITY	(\$105.69)
01	FIRE	(\$36.57)
03	FIRE	(\$3.01)
04	FIRE	(\$13.18)
05	FIRE	(\$21.81)
06	FIRE	(\$18.68)
07	FIRE	(\$256.60)
08	FIRE	(\$18.96)
09	FIRE	(\$5.04)
12	FIRE	(\$15.52)
Total		(\$3,951.90)

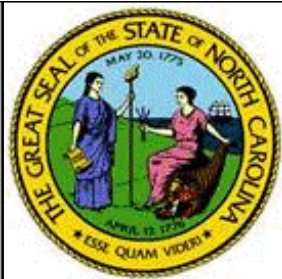


North Carolina Ver

**NCVTS Pending**

Report Date 8/2/2019 8:56:54 AM



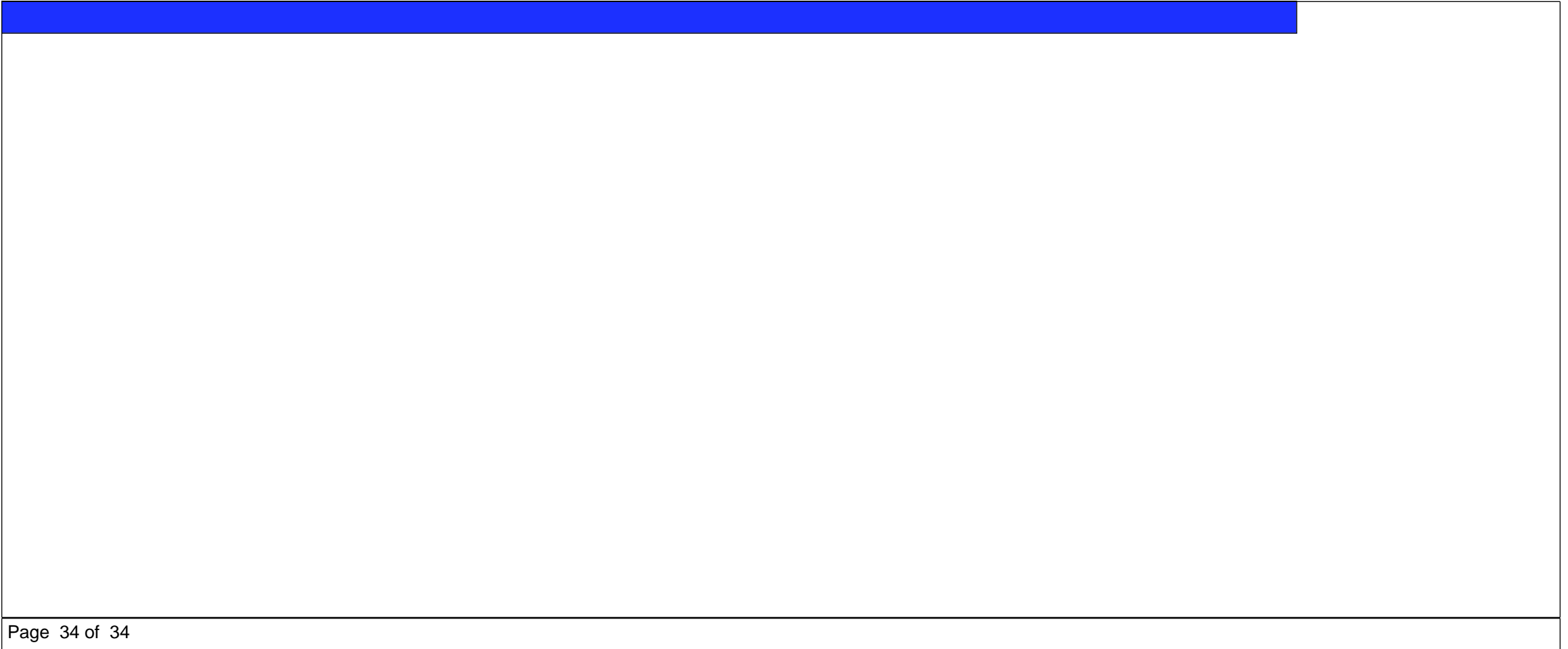


North Carolina Ver

**NCVTS Pending**

Report Date 8/2/2019 8:56:54 AM

Report Parameters





# Chatham County, NC

## Text File

**File Number: 19-3198**

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Board Priorities

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Introduction to and picture with Chatham County's NC Association of County Commissioners Conference YouthVoice Delegate.





# Chatham County, NC

## Text File

File Number: 19-3217

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Introduction of new Public Information Officer



# Chatham County, NC

## Text File

File Number: 19-3197

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Board Priorities

**In Control:** Board of Commissioners

**File Type:** Resolution

Vote on a request to adopt a Resolution Honoring the Silver Award Project of Four Scouts From Chatham Girl Scout Troup #1006 - "Skip the Straw".



Established 1771

## CHATHAM COUNTY COMMISSIONERS

Mike Dasher, Chair  
Diana Hales, Vice Chair  
Jim Crawford  
Karen Howard  
Andy Wilkie

## COUNTY MANAGER

Dan LaMontagne

P. O. Box 1809, Pittsboro, NC 27312-1809 • Phone: (919) 542-8200

## Resolution of the Chatham County Board of Commissioners

### **RESOLUTION HONORING THE SILVER AWARD PROJECT OF FOUR SCOUTS FROM CHATHAM GIRL SCOUT TROOP #1006 - "SKIP THE STRAW"**

**WHEREAS**, the Silver Award is the highest award a Girl Scout Cadette can earn; and

**WHEREAS**, the Silver Award is an opportunity for Cadette Scouts to show skills, such as leadership, organization, determination, and dedication, to improve their community; and

**WHEREAS**, Cadette Scouts Lily Fowler, Mia Collins, Savannah Matthews and Revy Godehn, have dedicated their Silver Award Project to one which would reduce plastic from the waste stream, by suggesting to local restaurants and citizens that they use alternatives to plastic straws; and

**WHEREAS**, thousands of tons of plastic become a part of our waste stream; and there are several environmentally compatible straws such as compostable straws, metal straws, bamboo straws which would reduce the plastic in our waste; and

**WHEREAS**, these scouts have proposed a "Straw Free Day" and desire to publicize for their project in our community; and

**WHEREAS**, the Chatham County Board of Commissioners supports and encourages all efforts large and small that promote and provide for a cleaner planet for future generations; and

**NOW, THEREFORE**, the Chatham County Board of Commissioners commends Lily Fowler, Mia Collins, Savannah Matthews, and Revy Godehn, **Cadette Scouts from Bynum Girl Scout Troop #1006, for their leadership, environmental ingenuity and community service for their Silver Award Project "Skip the Straw" and we recognize the value of this project for Chatham County and for the environment.**

Adopted, this the \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mike Dasher, Chairman  
Chatham County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Lindsay K. Ray, NCCCC, Clerk to the Board  
Chatham County Board of Commissioners





# Chatham County, NC

## Text File

File Number: 19-3182

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Board Priorities

**In Control:** County Manager's Office

**File Type:** Agenda Item

Special Presentation on Fair Housing by Jack Holtzman, Co-Director of the Fair Housing Project, Legal Aid of NC

Action Requested: Hear Presentation

Introduction & Background: Jack Holtzman is a Senior Attorney and Co-Director of the Fair Housing Project, Legal Aid NC. He reached out this summer to ask about the opportunity to present and increase awareness about the Fair Housing Act and the requirements of receiving HUD funds.

Discussion & Analysis:

How does this relate to the Comprehensive Plan: 9) Provide equitable access to high-quality education, housing, and community options for all; 10) Foster a Healthy Community

Budgetary Impact: N/A

Recommendation:N/A

# Affirmatively Furthering Fair Housing: Requirements for Local Governments



Fair Housing Project  
Legal Aid Of North Carolina  
(855) 797-3247  
[www.fairhousingnc.org](http://www.fairhousingnc.org)

***The work that provided the basis for this publication was supported by funding under a grant with the U.S. Department of Housing and Urban Development. The substance and finding of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Federal Government.***

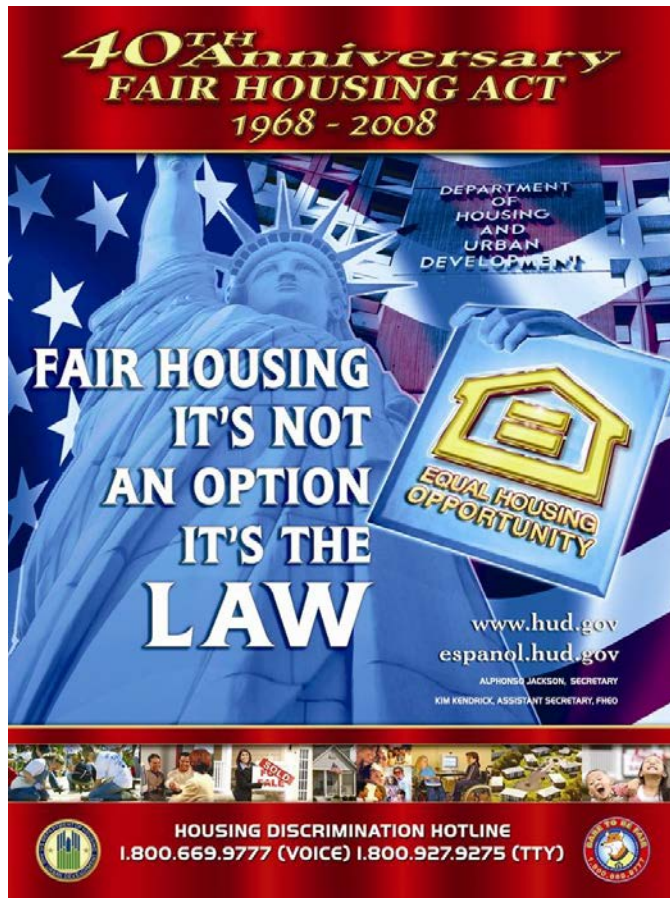
***The material in this presentation is for information and educational purposes only and does not constitute legal advice.***

EQUAL HOUSING  
OPPORTUNITY





# FEDERAL FAIR HOUSING ACT



- What Type of Property is Covered?
- Who is Protected?
- What Actions are Prohibited?

# FAIR HOUSING ACT GOALS

- **Increase housing choice & opportunity**
- **Non-discrimination**
  - Race
  - Color
  - Religion
  - National origin
  - Sex/gender
  - Disability
  - Familial status
  - **Affordable housing** (NC only)
- **Ending segregation** (including people w/ disabilities)
  - Affirmatively Furthering Fair Housing

# NC FHA ADDS AFFORDABLE HOUSING AS A PROTECTED CLASS FOR LAND-USE DECISIONS

§ 41A-4(g) “It is an unlawful discriminatory housing practice to discriminate in land-use decisions or in the permitting of development based on..... the fact that a development or proposed development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of area median income. It is not a violation of this Chapter if land-use decisions or permitting of development is based on considerations of limiting high concentrations of affordable housing.”



# WHAT IT MEANS

**Government bodies involved in land-use planning and regulation cannot refuse approval or otherwise discriminate against proposals *because* they include affordable housing.**

- At a minimum, this law covers decisions by zoning boards, planning boards, county commissions and municipal councils.
- Probably also applies to municipal utilities, highway and other transportation planning, and soil and water districts.

# FAIR HOUSING APPLIES TO ZONING DECISIONS AND PRACTICES

- **FHA prohibits a broad range of activities, including restrictive zoning.**
- **Zoning Bds, municipalities, and other gov't entities that take actions in violation of FHA will be liable**

# REASONABLE ACCOMMODATIONS

- **Changes in “rules, policies, practices, or services when ... necessary to afford ... equal opportunity to use & enjoy” a dwelling**
- **Can require proof of covered disability**
- **Change must be related to disability**
- **Can be requested at any time**
- **Not “reasonable” if “undue burden” on housing provider or “fundamental alteration” of provision of housing**



# REASONABLE ACCOMMODATION AND ZONING

**FHA mandates that zoning officials  
“change, waive, or make exceptions  
in their zoning rules to afford PwD the  
same opportunity to housing as those  
who are without disabilities.”**

*Hovsons Inc. v Township of Brick*, 89 F.3d 1096, 1104 (3d Cir. 1996)

# REASONABLE ACCOMMODATIONS: EXAMPLES

- Allow nursing home to operate in mixed residential zone
- Waive minimum side yard requirement
- Variance to allow facility for people with disabilities in commercial/industrial district
- Allow 8-person home (vs. 6-person)
- Exception to dispersion requirement



# AFFH: HUD OBLIGATIONS

- **Administer programs “in a manner affirmatively to further the policies” of the Fair Housing Act**
  - 42 U.S.C. § 3608(e)(5)
- **Do “more than simply refrain from discriminating;” must also “assist in ending discrimination & segregation”**
  - NAACP v. Sec. of HUD, 817 F.2d 149 (1st Cir. 1987)



# AFFH: GRANTEE OBLIGATIONS

- **CDBG grants “shall be made only if the grantee certifies” that**
  - “the grant will be conducted and administered in conformity with” the FHA
  - “the grantee will affirmatively further fair housing.”
    - 42 U.S.C. § 5304(b)(2)
- **Also applies to HOME, ESG, HOPWA, NSP funds**
- **Applies to PHAs**
- **Applies to subgrantees/subrecipients**

# AFFH: WHAT HAS BEEN REQUIRED?

- **No regulatory definition of AFFH**
- **Fair Housing Planning Guide Req'ts**
  - Analysis of Impediments to Fair Housing Choice (AI)
  - Take appropriate actions to overcome effects of any impediments identified
  - Maintain records reflecting analysis & actions taken
    - [www.hud.gov/offices/ftheo/images/fhpg.pdf](http://www.hud.gov/offices/ftheo/images/fhpg.pdf)

# AFFH: WHAT HAS BEEN REQUIRED?

- **Fair Housing Planning Guide (cont'd)**
  - Affordable housing vs. fair housing activities
  - Not enough to build or rehab low/mod housing
    - Where is it being built?
    - Is it contributing to segregation or promoting integration?
  - Primarily symbolic activities not enough
    - E.g. FH poster contests



# ADC v. WESTCHESTER

- **County received > \$52 million from 2000-06**
  - Certified that they were AFFHing
- **County AI did not ID any impediments based on race, color, national origin & did not mention housing discrimination or segregation**
- **County Response**
  - Race is not required to be considered
  - Income is a better proxy than race for determining needs

# ADC v. WESTCHESTER: COURT RULINGS

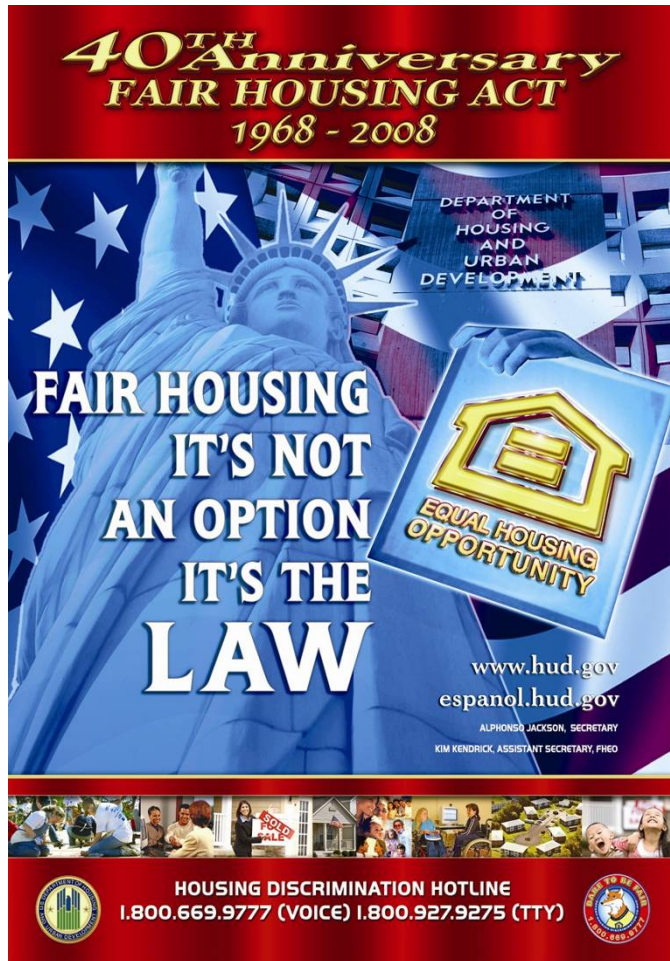
- **FHA goal = end discrimination & segregation**
- **Must consider race in AI & AFFH**
- **AFFH is not “mere boilerplate formality”**
- **Must take “appropriate” actions & maintain records**
- **Westchester made > 1,000 “false or fraudulent” certifications**
  - “Utterly failed” to meet obligations
- **Need to consider where affordable housing is placed**

# ADC v. WESTCHESTER: SETTLEMENT AGREEMENT

- **County to develop 750 affordable units**
  - 660 in predominantly white cities
    - <3% African American and <7% Latino
- **Conduct new AI to comply w/ Planning Guide**
- **Return \$30 million to HUD**
- **Supply additional \$30 million for integrative units**
- **Pay \$7.5 to ADC/\$2.5 million atty's fees & costs**
- **HUD has withheld additional \$\$ from County for failure to comply**
- **County spent huge amounts of time and money addressing deficiencies and fighting in court**



# QUESTIONS?



## Fair Housing Project

Legal Aid of North Carolina

**(855) 797-FAIR**

**(855) 797-3247**

**[www.fairhousingnc.org](http://www.fairhousingnc.org)**

This seminar provides general information. For legal advice, please consult an attorney.



# Chatham County, NC

## Text File

File Number: 19-3176

**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Public Hearing

**In Control:** Planning

**File Type:** Agenda Item

A Legislative Public Hearing to consider County-initiated rezonings of 14 selected businesses in the formerly unzoned portion of Chatham County.

### **Action Requested:**

A Legislative Public Hearing to consider County-initiated rezonings of 14 selected businesses in the formerly unzoned portion of Chatham County.

### **Introduction & Background:**

After nearly two years of discussion and study, on August 15th, 2016, the Chatham County Board of Commissioners voted to zone the formerly unzoned portions of the county to R-1 and R-5 residential. The Comprehensive Land Use Plan specifically supports "rezonings for businesses uses or properties made non-conforming by the extension of zoning in 2016." (Land Use Policy #7, Strategy 7.2). Consequently, prior to the adoption of county-wide zoning, the Chatham County Planning Department sent a business listing form to every property owner in the unzoned portion of the county. Nearly 13,000 forms were mailed. The business listing form asked property owners to list any non-residential use of their land, so the Planning Department could properly document any non-conforming uses and prepare for future rezonings. The Planning Department received over 1,000 forms. Approximately 300 forms described non-conforming businesses, while the remaining 700 listed either agricultural uses of the land (which were exempted from zoning regulations via the bona fide farm exemption) or otherwise permitted uses, such as a residence. Aerial images of these 300 businesses were captured, as well, in order to further establish non-conforming status.

### **Discussion & Analysis:**

In addition to mailing and documenting business listing forms, Planning staff compiled tax and fire inspection records to determine if there were any other businesses in the formerly unzoned portions of the county. After combining tax and fire inspection records, along with the business listing forms, staff determined that 524 parcels in the formerly unzoned part of the county may contain non-conforming uses or businesses. In order to confirm that these non-conforming uses actually existed, staff performed site visits to each parcel, spoke with the property owners, and documented the current use of the property. After several months of visiting properties, the following observations were made by staff:

- 204 parcels appear to be eligible for rezoning to a non-residential zoning district

- 48 parcels are eligible for the issuance of a home occupation permit (HOP)
- 272 parcels are not eligible for rezoning or issuance of a home occupation permit

During the site visiting process, the interior of multiple parcels were inaccessible to staff due to “No Trespassing” signage, the presence of loose dogs, or physical barriers, such as locked gates, fences, or washed out roads. However, the tax data, aerial imagery, and some visual confirmation from the site visits allowed staff to recommend rezonings, issuance of HOPs, or maintenance of the status quo for these parcels.

Based on the observed use, staff determined which zoning classification would be most appropriate to consider to use for rezoning the property. Since many uses are permitted in multiple zoning classifications, staff recommended that the parcels be eligible for rezoning to the least intensive permitted zoning classifications possible. For example, if a use were allowed in both light and heavy industrial zoning district, then staff recommended that the parcel should be eligible to be rezoned to the light industrial classification. Furthermore, some uses are permitted in an R-1 or R-5 district with the issuance of Conditional Use Permit. It should be noted that many of the non-conforming uses on parcels eligible for rezoning do not occur across the entirety of the parcels. Many uses are limited to a single building or small portion of the parcel.

After the inventory of businesses was completed, the next step was to meet with property owners eligible for a rezoning to determine if they wish to rezone their property, and if so, how much of the property they would like to rezone. Planning staff contacted property owners and scheduled these meetings. Additionally, planning staff coordinated with representatives from the Chatham County Tax Department, as the issue of changes in tax value was likely to arise. In addition, on March 1st, 2018 at the direction of the Board of Commissioners, Planning staff also sent a letter to 35 property owners who have vacant buildings on their property in the formerly unzoned portion of the county, offering them the opportunity to request a rezoning to any zoning district. These vacant buildings had been previously identified by Planning staff during site visits in the summer of 2017.

For the first round of business rezoning cases that were processed in early 2018, 52 parcels were requested by their owners to be rezoned, 20 parcels were requested to remain in their current zoning district, and 180 parcels’ owners did not respond to the letter regarding rezoning. Out of 51 Home Occupation permit applications sent out to properties that qualified for an HOP, 17 have been completed and returned to Planning staff. Of the 52 properties considered for rezoning 49 were approved and 3 were denied (click the following link for more information about those rezoning cases - <http://www.chathamnc.org/government/departments-programs/planning/rezonings-subdivision-cases/2018-items/businesses-rezoning-52-properties> ). In late 2018, planning staff received requests to rezone an additional 17 properties. Of those 17 requests, 12 were approved and 5 withdrew their application (all 5 properties were contiguous and under the same ownership).

Based on staff’s prior conversations with the board, we contacted the property owners who had not responded to the offer to rezone their property and offered them one final chance to have their property rezoned at no cost to them. In this final effort to provide county-initiated rezoning to known non-conforming properties planning staff sent 162



letters to property owners. Staff received 26 responses, and requests to rezone 14 properties. A GIS web application has been created identifying the properties that have the potential for rezoning, and the list and maps of the 14 parcels requested to be rezoned has been included as attachments. The online mapping tool can be accessed at the following link -

<https://chathamncgis.maps.arcgis.com/apps/webappviewer/index.html?id=8a3a205b2dbd41459379332f46537df3> .

Staff requested a public hearing at the June 17th 2019 Board of Commissioners meeting during Work Session.

**How does this relate to the Comprehensive Plan:**

Goal #4: Diversify the tax base and generate more high-quality, in-county jobs to reduce dependence on residential property taxes, create economic opportunity and reduce out-commuting. Specifically, Land Use Policy #7, Strategy 7.2 supports “rezonings for businesses uses or properties made non-conforming by the extension of zoning in 2016.”

**Recommendation:**

Hold the hearing and forward to the Planning Board for a recommendation.



# Chatham County, NC

## Text File

File Number: 19-3177

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Public Hearing

**In Control:** Planning

**File Type:** Agenda Item

A Quasi-Judicial public hearing request by Andrea Snyder for a conditional use permit revision to add multiple uses permitted in B-1, located on Parcel No. 82736, 587 Old Farrington Rd., Williams Township.

**Action Requested:**

A Quasi-Judicial public hearing request by Andrea Snyder for a conditional use permit revision to add multiple uses permitted in B-1, located on Parcel No. 82736, 587 Old Farrington Rd., Williams Township.

**Introduction & Background:**

**Discussion & Analysis:**

**How does this relate to the Comprehensive Plan:**

**Recommendation:**



# Chatham County, NC

## Text File

File Number: 19-3184

Agenda Date: 8/19/2019

Version: 1

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

Vote on a request by Nicolas Robinson, on behalf of Old North State Water Company, for a Compact Communities Ordinance (CCO) waiver to allow a 30' utility easement within the 300' perimeter buffer between Briar Chapel SD-East commercial area and Fearington Village.

### Action Requested:

Vote on a request by Nicolas Robinson, on behalf of Old North State Water Company, for a Compact Communities Ordinance (CCO) waiver to allow a 30' utility easement within the 300' perimeter buffer between Briar Chapel SD-East commercial area and Fearington Village.

### Introduction & Background:

Old North State Water Company is requesting a waiver from the perimeter buffer requirements of the Compact Communities Ordinance as applied to Briar Chapel through the approved conditional use permit. Existing buffer locations were depicted in the 2005 Briar Chapel approved master plan and reconfirmed with the 2012, 2014, and 2017 Conditional Use Permit (CUP) amendments in the area where the utility easement is requested. The buffer location for this request is located within a 300' buffer between the SD-East commercial area and Fearington Village on parcel 93104.

### Discussion & Analysis:

The Chatham County CCO includes the following standards:

#### 9.2 Perimeter Buffers

Perimeter buffers shall be utilized to minimize the impacts of each compact community on adjacent properties along the entire perimeter of the compact community. Table 9.2 lists the minimum buffer width allowable, depending on the proposed land use along the edge of the compact community and the existing land use in the adjacent property at any point along the perimeter.

Chatham County may allow a reduction in the perimeter buffer width required by this ordinance of up to fifty percent (50%) if it determines that the impact of the compact community is adequately mitigated by community design or topography. In addition, Chatham County may allow a reduction in the



perimeter buffer from fifty-one percent (51%) up to one hundred percent (100%) after giving the adjoining landowners an opportunity to comment and Chatham County determines that the impact of the compact community is adequately mitigated by the community design or topography. A developer of a Compact Community may request of the Board of Commissioners such a waiver or reduction at any time.

**Section 15. Waiver**, "With the approval of the Board of Commissioners, the requirements of this ordinance may be adjusted, modified, reduced or waived based upon the absence of any reasonable relationship or nexus between the impact of the compact community development and the inclusionary or other requirements set forth herein."

As part of the conditional use permitting process for Briar Chapel, Newland Communities agreed to include a 300' perimeter buffer adjacent to Fearrington Village instead of the 100' buffer that is required through the CCO. This request is to allow a 30' utility easement to cross the 300' buffer for the installation of infrastructure to connect the wastewater system serving Fearrington Village to the wastewater treatment plant serving Briar Chapel. The submittal includes several exhibits depicting the location of the proposed easement and it is shown as a "Z" shape in order to protect the sightlines between the developments. There are also letters of support from William Ferris (Fearrington resident who has granted an easement across his property); Fearrington Homeowners Association; R.B Fitch; and Fitch Creations, Inc. The letters of support cover granting easements across the properties impacted by the wastewater infrastructure installation, homeowners association that will benefit from the wastewater connection, and developer of Fearrington Village. An information sheet that was provided to the Fearrington Village residents is also included in the submittal.

The waiver request is being submitted directly to the Board of Commissioners without review and recommendation by the Planning Board and follows the process outlined by the Board in a waiver request approved in August 2010. The waiver provision was used to modify a condition in the original conditional use permit in 2005. Additionally, requests in 2010, 2012, 2016, and 2017 were approved outside of the conditional use permitting process. Additional waiver requests were submitted in 2015 and 2017, but were ultimately withdrawn. A copy of the draft Order was provided to the County Attorney for review.

**How does this relate to the Comprehensive Plan:**

Goal 3: Promote a compact growth pattern by developing in and near existing towns, communities, and in designated, well planned, walkable, mixed use centers and Goal 7: Provide infrastructure to support desired development and support economic and environmental objectives.

**Recommendation:**

Discuss the waiver request and consider taking action on the draft Order prepared by the developer's attorney.





# Chatham County, NC

## Text File

File Number: 19-3107

Agenda Date: 8/19/2019

Version: 2

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

### Agenda Number:

Vote on a request to approve a legislative request to consider amendments to the Zoning Ordinance to require a conditional use permit for assembly occupancies in residential zoning districts and consider waiving conditional use permit application fees for those uses as recommended by the Planning Board.

### Action Requested:

Vote on a request to approve a legislative request to consider amendments to the Zoning Ordinance to require a conditional use permit for assembly occupancies in residential zoning districts and consider waiving conditional use permit application fees for those uses as recommended by the Planning Board.

### Introduction & Background:

A legislative public hearing was held on November 19, 2018 to consider a citizen initiated text amendment to the Zoning Ordinance. The proposed amendment was to the table of permitted uses, specifically for churches and places of worship to require a conditional use permit in the three residential zoning districts instead of allowing them as a permitted use.

In January 2019, the Planning Board, by a vote of 7-0 in favor of denial, recommended adoption of a resolution approving the following consistency statement:

**The text amendment to require churches and other places of worship to obtain a conditional use permit singles out churches and other places of worship and does not require the same standard for other assembly uses and would violate the Religious Land use and Institutionalized Persons Act. The request should therefore be denied due to inconsistency with the adopted Comprehensive Plan.**

An additional motion was proposed by the Planning Board to request that the Board of Commissioners direct the Planning Department to develop performance standards for assembly uses in residential zoning districts and evaluate requiring a conditional use permit. This motion was approved by a vote of 7-0. In February 2019, the Board of Commissioners denied the text amendment application and directed staff to work with the Planning Board to evaluate options for establishing regulations for assembly occupancies in residential districts.

### Discussion & Analysis:

Research was conducted by planning staff to find comparable jurisdictions across the nation and evaluate their standards for places of assembly. Jurisdictions were chosen based on being similar in rural character, size (amount of land), and population. These jurisdictions were Wright County, MN; Napa County, CA; Benton County, OR; Pottawattamie County, IA; and Elmore County, ID. Also included were surrounding jurisdictions of Chatham County: Wake County, NC; Orange County, NC; Durham County, NC; and Cary, NC.

At a regular scheduled Planning Board meeting held on April 2, 2019, members discussed different standards for assembly occupancies, which included general performance standards, conditional use permit requirement, a combination of both, and making no change. Suggestions on when a conditional use permit (CUP) process will be required were as follows: project not located on a public road; waive/reduce application fees; traffic studies; threshold to trigger the conditional use permit process; and to keep daycare centers in the home for 15 or less children permitted by right. Several Planning Board members expressed concern that it would take considerable time to develop a list of performance standards and that work on the unified development ordinance will be underway soon.

It was mentioned more research would be needed, but that a conditional use permit process for places of assembly in residential areas can be used in the interim. The unified development ordinance will be able to clearly outline performance standards. Once the unified development ordinance (UDO) is adopted, some or all places of assembly may be able to move away from the conditional use permit process. The Planning Board approved a motion, by a vote of 9-2, in favor of implementing a conditional use permit process for places of assembly in residential areas, waive the fee for those uses in residential areas, and evaluate performance standards as part of the unified development ordinance (see attachment).

The Planning Board also discussed the provisions of Section 8.8, Height Limitation Exceptions, and recommended by a vote of 7-3 with 1 abstention to remove the term “monuments” from the list. After additional review, planning staff recommended to include removing the term “observation towers” for consistency if the amendment moved to a public hearing (see attachment).

The Board of Commissioners discussed the Planning Board recommendation during their May 20, 2019 meeting and voted unanimously to schedule a public hearing on June 17, 2019 to consider the following Zoning Ordinance text amendments:

- Amend Section 10.13, Table of Permitted Uses, of the Zoning Ordinance to require a conditional use permit for assembly occupancies in residential districts.
- Amend Section 8.8, Height Limitation Exceptions, of the Zoning Ordinance to revise the list of uses that are eligible for a height exception.

At the time the Commissioners take final action on the text amendments discussion will also include consideration of the following Planning Board recommendation - Consider



waiving the conditional use permit application fee for assembly occupancies in residential districts until the unified development ordinance is adopted.

A hearing was held on this item during the Commissioners' June 17, 2019 meeting. Staff presented the request and no-one else provided comment. There was clarification that the height limit exceptions apply uniformly in any zoning district and allow specific uses to exceed to the maximum provided in the different zoning classification. For example, residential zoning districts have a maximum building height of 60', but those districts also allow telecommunication towers through issuance of a conditional use permit. The height limit exceptions allow telecommunication towers to exceed the 60' building height. It was also clarified that the proposed amendments only apply to areas of the county outside of the municipalities and their extraterritorial planning jurisdictions.

The Planning Board reviewed this request during their regularly scheduled meeting on July 9, 2019 and discussion included that there were three items to consider for the amendments to Section 10.13 including: recommendation on the amendment, request a fee waiver for future conditional use permits affected by this amendment, and request that performance standards be evaluated as part of the unified development ordinance drafting process. Several planning board members expressed concern about the cost associated with a conditional use permitting process, specifically for places of worship. Other members stated that the neighboring property owners should have a chance to voice their concerns about religious uses or other places of assembly in their neighborhood. Discussion also included whether the CUP process should apply to in-home daycares. Several members expressed that their support of the requirement for a CUP for assembly occupancies in residential districts was also tied to the fee waiver since this is intended to be an intern step during the UDO drafting process.

The Planning Board voted 8-2 to recommend the following - Require a conditional use permitting process for assembly occupancies in residential areas as referenced in the table of permitted uses, Section 10.13, as presented during the public hearing; waive the conditional use permit application fee for these uses in residential areas; and evaluate performance standards during the unified development ordinance drafting process. The Board also voted 8-2 to recommend approval of the following consistency statement: The proposed amendments are consistent with the adopted comprehensive plan, Plan Chatham, under the Land Use Plan Element, Land Use Policy 5, Strategy 5.1 which reads "Encourage context sensitive development design. This type of design includes elements such as architectural features that resemble historical structures and local vernacular, site design that reduces impacts on historical structures, working landscapes and viewsheds from public roadways, integrated open space, and preservation of unique natural features such as heritage trees and mature forests."

Following these votes the Planning Board discussed the proposed amendment to Section 8.8, Height Limit Exceptions, and could not reach a consensus. By a vote of 7-3 the Board postponed discussion to their next meeting to allow staff time collect additional information from adjoining jurisdictions to provide in the next agenda packet.

**How does this relate to the Comprehensive Plan:**

**Recommendation:**

The Planning Board, by a vote of 8-2, recommends adoption of a resolution approving the following consistency statement:

**The proposed amendments are consistent with the adopted comprehensive plan, Plan Chatham, under the Land Use Plan Element, Land Use Policy 5, Strategy 5.1 which reads “Encourage context sensitive development design.**

**This type of design includes elements such as architectural features that resemble historical structures and local vernacular, site design that reduces impacts on historical structures, working landscapes and viewsheds from public roadways, integrated open space, and preservation of unique natural features such as heritage trees and mature forests.”**

The Planning Board, by a vote of 8-2, recommends the following:

1. adoption of an ordinance amending the Zoning Ordinance approving the request by the Chatham County Board of Commissioners to amend the Chatham County Zoning Ordinance as described in “Attachment #1”,
2. waive the conditional use permit application fee for these uses, and
3. evaluate performance standards during the unified development ordinance drafting process.

Zoning Ordinance text amendments recommended by the Planning Board

**Section 10.13 Table1: Zoning Table of Permitted Uses**

Churches and other places of worship	<del>P†</del> <u>CU†</u>	<del>P†</del> <u>CU†</u>	<del>P†</del> <u>CU†</u>	P	P	P	P	P		
Day care centers in the principal residence to accommodate not more than 15 children at any one time, provided such are located on a lot of not less than one acre and provided further that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement for the district in which it is located	<u>PCU</u>	<u>PCU</u>	<u>PCU</u>							
Grounds and facilities for hunting and fishing clubs with a minimum lot area of 20 acres and provided that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement for the district in which it is located	<u>PCU</u>	<u>PCU</u>	<u>PCU</u>							
Grounds and facilities for non-profit clubs with a minimum lot area of three acres and provided that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement for the district in which it is located	<u>PCU</u>	<u>PCU</u>	<u>PCU</u>	P						
Public parks and recreation areas including marinas and concessions with a minimum lot area of three acres and provided that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement for the district in which it is located	<u>PCU</u>	<u>PCU</u>	<u>PCU</u>							
Schools, public and private with a minimum lot area of three acres and provided that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement for the district in which it is located	<u>PCU</u>	<u>PCU</u>	<u>PCU</u>							

† Provided such are located on a lot of not less than three acres and provided further that the minimum side and rear yards shall be 50 feet and the front yard setback a minimum of 25 feet greater than required for a single-family residence within the district.

### **Section 8.8 Height Limitation Exceptions**

Except as may otherwise be prohibited by the Federal Aviation Administration Regulations, the height limitations of this Ordinance shall not apply to public buildings, church spires, belfries, cupolas and domes not intended for residential purposes, or to ~~monuments,~~ water towers, ~~observation towers,~~ power transmission towers, silos, grain elevators, chimneys, smokestacks, derricks, conveyors, flag poles, radio, television and communication towers, masts, aerials and similar structures, provided such structures meet the required NC Building Code.





# Chatham County, NC

## Text File

File Number: 19-3180

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**Agenda Date:** 8/19/2019

**Version:** 1

**Status:** Draft

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Update on Confederate Monument Discussions