



# Chatham County, NC

## Meeting Agenda - Final

### Board of Commissioners

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Monday, December 16, 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

- [19-3256](#) Receive 4-H Presentation from the Cooperative Extension  
**Attachments:** [2019 BOC Meeting - Chatham County 4-H Presentation](#)
- [19-3308](#) Receive Update on Chatham Aging Plan  
**Attachments:** [UpdateonChathamAgingPlan November112519](#)
- [19-3327](#) Vote on a Request to approve the Continuation of the Nonprofit Funding Appropriation for the FY21 Human Services Nonprofit Allocation Process and to reserve a portion of the funds for capacity building activities.  
**Attachments:** [Appropriation Continuation Request FINAL](#)
- [19-3326](#) Vote on a request to approve revisions to the Chatham County Nonprofit Agency Funding Policy  
**Attachments:** [Nonprofit Policy Revisions Presentation FINAL](#)  
[Nonprofit Policy Revisions Overview FINAL](#)  
[Policy Revisions FY 2020 CleanVersion FINAL](#)  
[Policy Revisions FY 2020 TrackChanges](#)
- [19-3352](#) Vote on a request approve selection of Wallick Communities for the Affordable Housing Opportunity RFP and grant the County Manager authority to negotiate the development contract and the authority to execute the contract.

**ADJOURNMENT****End of Work Session****Regular Session - 6:00 PM - Historic Courthouse Courtroom****INVOCATION and PLEDGE OF ALLEGIANCE****CALL TO ORDER****ORGANIZATION OF THE BOARD**

- [19-3345](#) Election of the Chair and Vice Chair
- [19-3347](#) Vote on a request to appoint Kaitlyn Warren as Deputy Clerk to the Chatham County Board of Commissioners.

**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:*

- [19-3324](#) Vote on request to approve an additional allocation of \$30,337 from Juvenile Crime Prevention Council and amend the budget accordingly.  
**Attachments:** [JCPC Allocations Expansion to Counties Letter 10-14-2019 Chatham](#)  
[JCPC Allocations Expansion.10.14.2019 Chatham](#)
- [19-3329](#) Vote on a request to approve by Garretson Browne, Project Manager, on behalf of NNP Briar Chapel, LLC for subdivision **Final Plat** review and approval of **Briar Chapel, Phase 12A**, consisting of 74 lots on 37.6 acres, located off Great Ridge Parkway, SR-1692, Baldwin Township, parcels #80420, 80418, 87088, & 88053.  
**Attachments:** [More information from the Planning department website](#)
- [19-3331](#) Vote on a request to approve request by Mike Scisciani, Vice President of Operations Newland Communities, to prepay affordable housing and recreation exaction fees for the balance of single family lots remaining in Briar Chapel that have not received final plat approval and authorize the County Manager to execute the agreement.  
**Attachments:** [Attachment Agreement - NNP-Briar Chapel and Chatham County](#)  
[Attachment 2 BC CUP](#)

- [19-3353](#) Vote on a request by the Planning Department to schedule a legislative public hearing for January 21, 2020 to consider County-initiated rezoning of 30 parcels in Gulf Township from R5- Residential to R1- Residential.  
**Attachments:** [Image of properties under consideration for rezoning outlined in black Table 1](#)
- [19-3337](#) Vote on a request to approve Tax Releases and Refunds  
**Attachments:** [November 2019 Release and Refund Report](#)  
[November 2019 NCVTS Pending Refund Report](#)  
[November 2019 Manual NCVTS Pending Refund Report](#)
- [19-3338](#) Vote on a request to adopt the proposed Tax Software Project Ordinance, the Radio System Upgrade Project Ordinance, and the Briar Chapel Park Project Ordinance  
**Attachments:** [Project Ordinance Briar Chapel Park Amended 12-16-19](#)  
[Project Ordinance Radio System Upgrade Amended 12-16-19](#)  
[Project Ordinance Tax Software Original 12-16-19](#)
- [19-3339](#) Vote on a Request to approve competitive bid exemption for standardization and current “sole source,” for Chatham County Emergency Management narcotics secure storage safe, Narc Box manufactured by Thomas EMS, Inc.  
**Attachments:** [NCGS 143-129-e-6](#)
- [19-3340](#) Vote on a request to adopt a resolution Declaring Voting Equipment Surplus and Authorizing the Finance Officer to dispose of the property.  
**Attachments:** [Surplus Resolution-voting machines](#)
- [19-3341](#) Vote on a request to authorize to approve a grant application to Crime Victim Services of NC Governor’s Crime Commission for VAWA funding
- [19-3342](#) Vote on request to approve grant applications for Families (JFF) and Governor’s Crime Commissioner (GCC) for Chatham County Family Visitation services and authorize County Manager to have final approval before submission
- [19-3351](#) Vote on a request to approve grant application to Crime Victim Services of NC Governor’s Crime Commission for VOCA funding for domestic violence funding.
- [19-3348](#) Vote on a request to approve reappointments to the Board of Equalization and Review
- [19-3325](#) Vote on a request to appoint Judith Malone, RN to fill the Vacant Public Seat on the Board of Health.

- [19-3355](#) Vote on a request to appoint Christopher Hart to the Agriculture Advisory Board.
- [19-3328](#) Vote on request to award contract, in the amount of \$137,970.00, to Fulcher Electric of Fayetteville, Inc. to install Progress Boulevard Signal  
**Attachments:** [PROGRESS BLVD - Fulcher County Construction Contract 121619](#)
- [19-3332](#) Vote on a request to approve and execute the design services contract for the new Emergency Operations Center.  
**Attachments:** [Schrader Group - Design Services Contract - DRAFT](#)
- [19-3330](#) Vote on a request to approve Interlocal Agreements between Chatham County and the Town of Goldston for the administration and enforcement of the Goldston Unified Development Ordinance and for the enforcement by the County of ordinances and other laws, rules, and regulations related to building code enforcement, fire prevention and protection, watershed protection, soil erosion and sedimentation control, and stormwater within the corporate limits of Goldston, and authorize the County Manager to execute the agreements.  
**Attachments:** [Interlocal Agreement 1](#)  
[Interlocal Agreement 2](#)
- [19-3335](#) Vote on a request to approve the Renewal of the Interlocal Agreement for the maintenance of the American Tobacco Trail and Development of Park Facilities with Town of Cary  
**Attachments:** [ATT interlocal unsigned agreement](#)
- [19-3323](#) Vote on a request to authorize the County Manager to execute a contract with Randolph Electric to install fiber at Northwest District Park for the purpose of internet connectivity at the cost of \$20,190 for installation and recurring fee of \$110.97 per month for 60 months.  
**Attachments:** [NW Park Service Order](#)  
[RTTI Master Service Agreement](#)
- [19-3349](#) Vote on a request to approve the purchase of voting equipment recommended by the Chatham County Board of Elections from HartIntercivic for use in future elections in Chatham County and authorize staff to negotiate minor changes to the agreement and authorize the County Manager to execute the agreement.  
**Attachments:** [Approval from SBOE](#)  
[Chatham County, NC - Verity FC V3 Quote](#)  
[Hart - Verity Master Agreement 04112017](#)

### End of Consent Agenda



**SPECIAL PRESENTATION**[19-3334](#)

Vote on a request to approve a Resolution in Honor of Land Sold for Parkers Ridge Park to Chatham County in Memory of Lola Tart Parker.

**Attachments:** [BOC Resolution In Honor of Lola Tart Parker](#)

**PUBLIC INPUT SESSION**

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**PUBLIC HEARINGS**[19-3312](#)

Hold a public hearing on the proposed Chatham County tobacco-free ordinance and vote on a request to adopt the ordinance.

**Attachments:** [Public Hearing Notice Proposed Chatham County Tobacco-Free Ordinance 201](#)

[Chatham County Tobacco-Free Ordinance](#)

[Chatham County Tobacco-Free Ordinance BOCC Public Hearing 12.16.2019](#)

**BOARD PRIORITIES**[19-3344](#)

Vote on a request to approve the 2021-2027 Recommended Capital Improvements Plan.

[19-3356](#)

Discuss the Board of Commissioner Committee Liaison Assignments.

**Attachments:** [Board of Commissioner liaison table May 20, 2019](#)

**MANAGER' S REPORTS****COMMISSIONERS' REPORTS****ADJOURNMENT**



# Chatham County, NC

## Text File

File Number: 19-3256

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**Agenda Date:** 12/16/2019

**Version:** 2

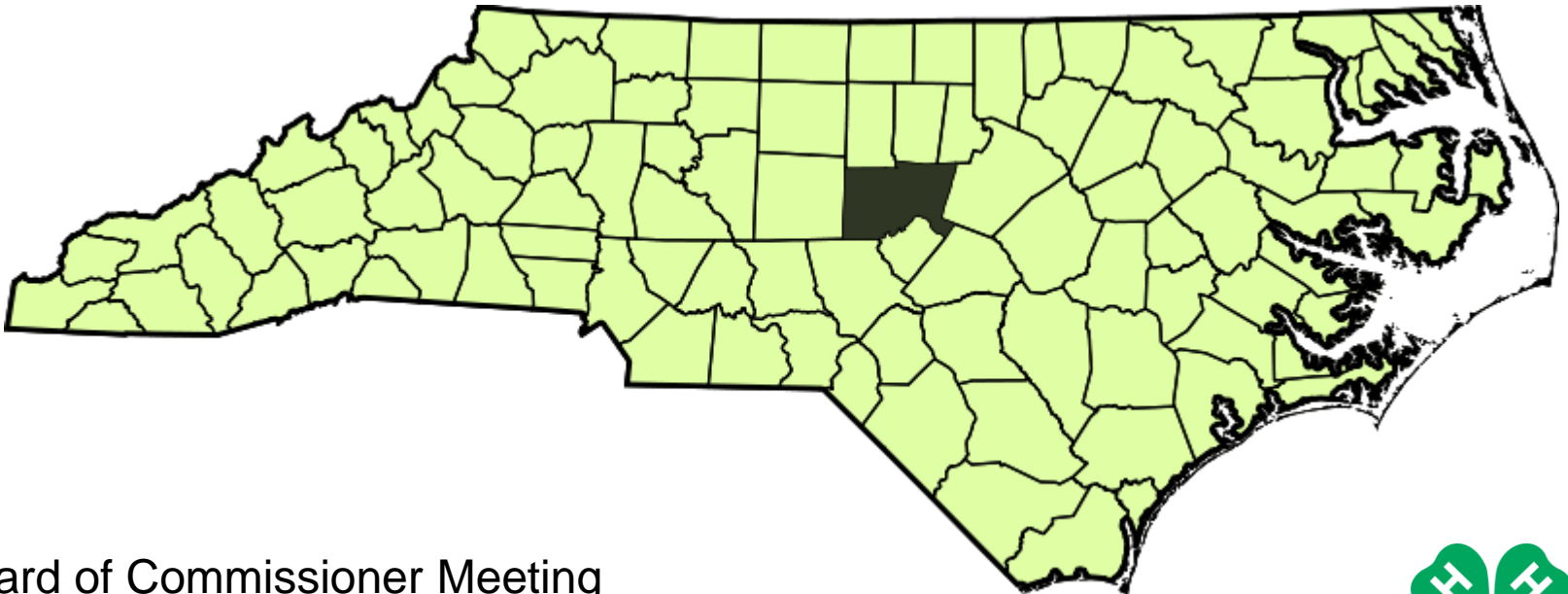
**Status:** Work Session

**In Control:** Cooperative Extension

**File Type:** Agenda Item

**Agenda Number:**

Receive 4-H Presentation from the Cooperative Extension



Board of Commissioner Meeting  
Monday, October 21, 2019



# 4-H Youth Development - Quick Facts

- Began more than 100 years ago.
- Nation's largest youth development organization.



PHOTOGRAPH BY STATE ARCHIVES OF NORTH CAROLINA

# NC 4-H Core Elements

- Community Based Youth Educational Programs
- High Quality Delivery Modes
- Personal Growth and Development
- Partnerships and Resource Development
- Volunteer Engagement and Development

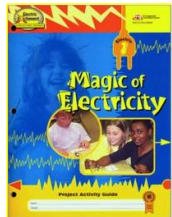
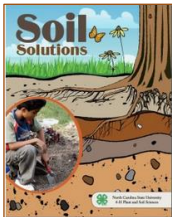
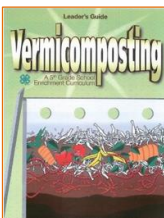
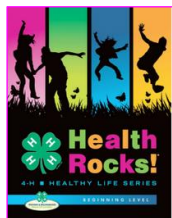
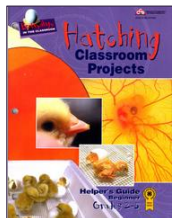
# 4-H Youth Development - Delivery Modes

- School Enrichment
- Community 4-H Clubs
- Special Interest Groups
- Summer Camps
- Other



# Chatham County 4-H – School Enrichment

- School Incentives
- Embryology Project
- Butterfly Project



Willow Oak  
Montessori

*Chatham County 4-H is a proud participating United Way agency.*

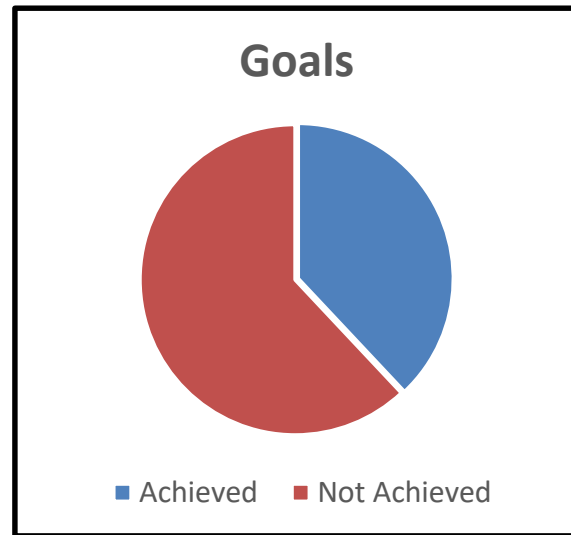


# School Incentives

100% Participation  
at Siler City Elementary



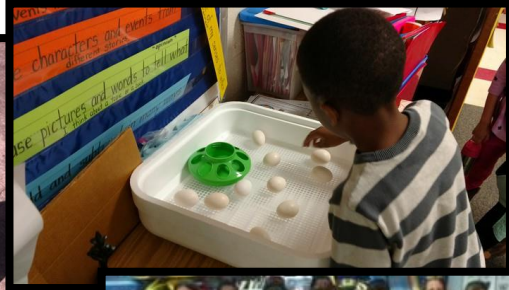
Average 640 students  
per nine weeks



*Chatham County 4-H is a proud  
participating United Way agency.*



# Embryology Project



*Chatham County 4-H is a proud participating United Way agency.*



# Butterfly Project



*Chatham County 4-H is a proud participating United Way agency.*

# Chatham County 4-H – Community 4-H Clubs

- Charging Champions
- Horsekateers
- Clover Creators
- Chatham Fields, Firearms, and Fun
- STEM
- Helping Hands
- Super Snippers
- Shooting Sports
- Mini Moos

**More Clubs COMING SOON!**

*Chatham County 4-H is a proud participating United Way agency.*



# Chatham County 4-H – Community 4-H Clubs



*Chatham County 4-H is a proud participating United Way agency.*



# Chatham County 4-H – Summer Camps

- 4-H Adventure Day Camp at NW District Park (2-weeks)
- MyPI Camp
- 4-H Science Camp: Animal Science Cloverbud Edition
- 4-H Science Camp: Digging Deeper with Jr. Master Gardeners
- Betsy-Jeff Penn Residential Camp

*Chatham County 4-H is a proud participating United Way agency.*

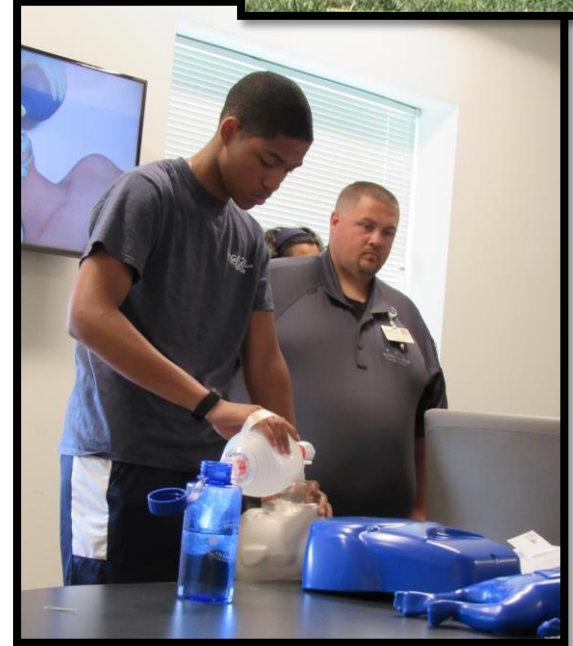


# 4-H Adventure Day Camp



*Chatham County 4-H is a proud participating United Way agency.*

# MyPI Day Camp



*Chatham County 4-H is a proud participating United Way agency.*



# 4-H Science Camp: Animal Science Cloverbud Edition



*Chatham County 4-H is a proud participating United Way agency.*

# 4-H Science Camp: Digging Deeper with Jr. Master Gardeners



*Chatham County 4-H is a proud participating United Way agency.*



# Betsy-Jeff Penn Residential Camp



*Chatham County 4-H is a proud participating United Way agency.*

# Chatham County 4-H – Other



*Chatham County 4-H is a proud participating United Way agency.*



# Chatham County 4-H – Other



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# QUESTIONS?

*Chatham County 4-H is a proud participating United Way agency.*





# Chatham County, NC

## Text File

File Number: 19-3308

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**Agenda Date:** 12/16/2019

**Version:** 1


**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Receive Update on Chatham Aging Plan



# 2018-2023 Chatham County Aging Plan

November 18, 2019

Dennis W. Streets

Chatham County Council on Aging



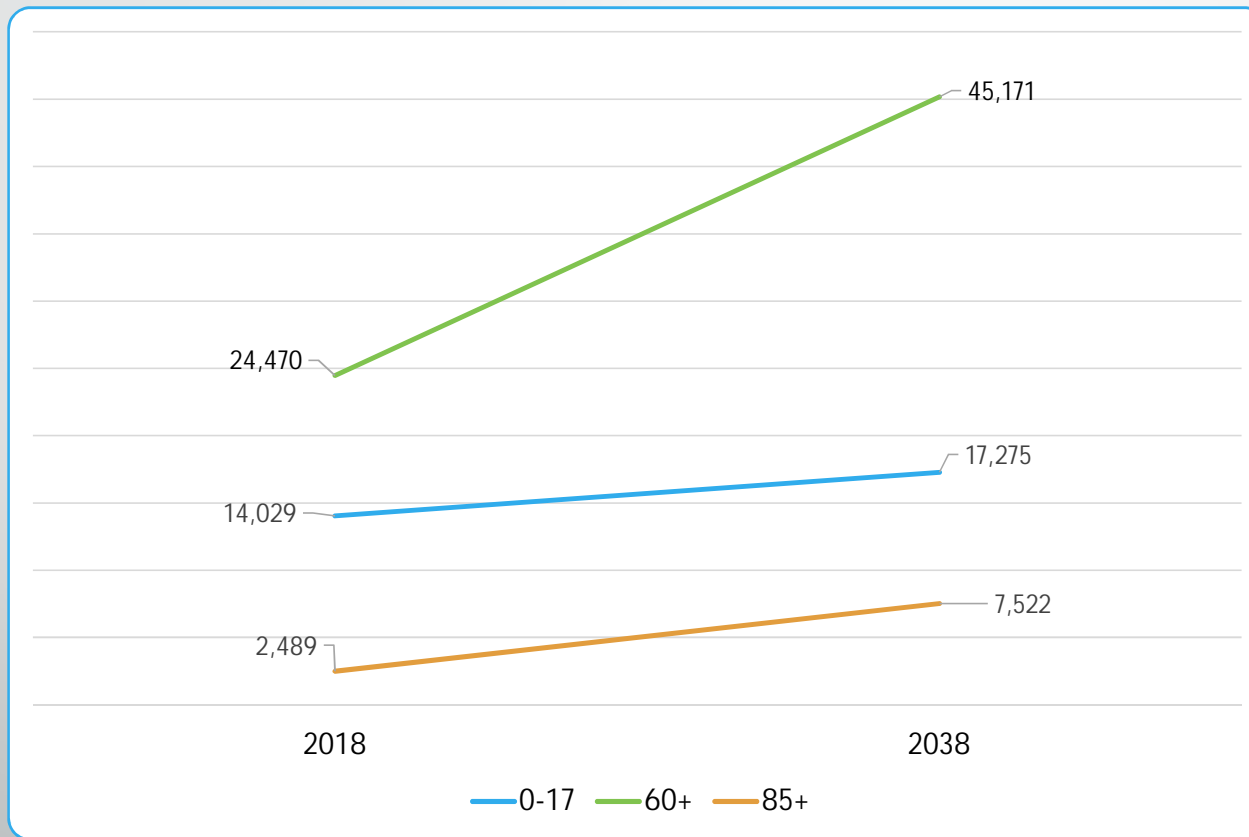
# Chatham's Latest Demographics



	Total	60+	85+
2018	74,491	24,470	2,489
2038	109,986	45,171	7,522
Growth (2018-2038)	48%	85%	202%

Source: NC Office of State Budget and Management, population estimates and projections for Chatham County.

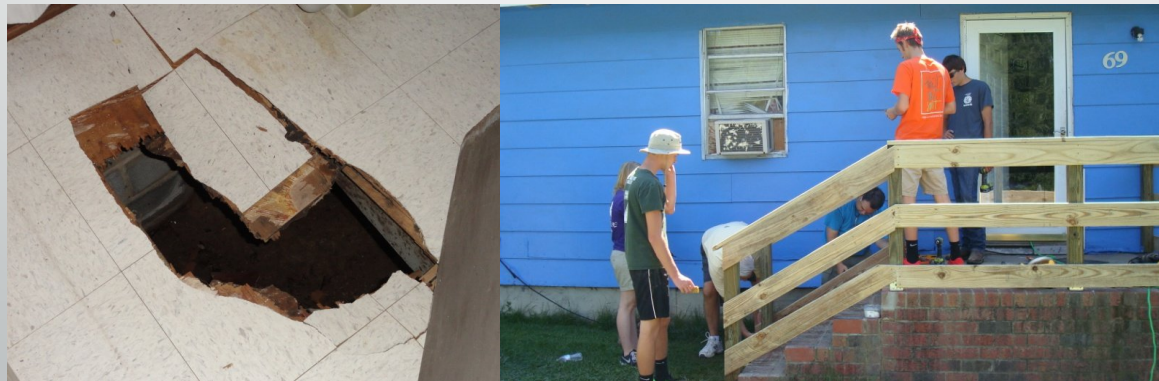
# Chatham Demographics



Source: NC State Data Center

## A Few Facts about Chatham Seniors

- 84% living in community own their homes
- 26% live alone
- Older adult households have a lower median income than the general population.



# Comprehensive Plan for Aging in Chatham



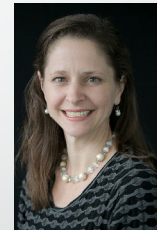
Serves as a catalyst for engaging Chatham residents, public officials, health and human services organizations, the business and faith communities, and other stakeholders in producing and implementing a comprehensive plan for aging in Chatham to guide future work of private and public entities.

# Vision of the 2018-2023 Aging Plan for Chatham

Our vision is a Chatham County that offers older adults, and all residents, a safe, affordable, accessible, and inclusive community that promotes wellness, presents and respects choices, values diversity, recognizes and uses people's strengths, and supports individuals aging in community with dignity.

# Aging Plan Co-Chairs

- Dr. Anne Kissel, former Chatham Senior Tar Heel Legislative Delegate, member of the Home and Community Care Block Grant Advisory Committee, and Chair of the Aging Plan Social Connectedness Group
- Amy Gorely, Director of Community Relations, Carolina Meadows
- Stephanie Watkins-Cruz, Chatham County Policy Analyst, Chair of the Aging Plan Housing Group, and Staff to the Chatham Affordable Housing Advisory Committee





# 5 Prioritized Issues

1. Housing
2. Transportation
3. Healthcare Coverage and Services
4. Social Connectedness, Community Engagement, and Opportunities for Self-fulfillment
5. Care Services and Caregiving



## Overarching Goals

- Promote collaboration among faith communities and leaders to support the well-being of older adults.
- Promote awareness among older adults, their families, and providers about services available to older adults and their caregivers.
- Promote prominent consideration of the interests of older adults among public officials.



# Pastor Summit—August 12th



## Discussion Topics

# Social Connectedness & Self-Fulfillment

Loneliness &  
Isolation

Reluctance to  
Ask for Help

Barriers to  
Staying  
Engaged

Loss, Grief  
and Feeling of  
Uselessness

Vulnerability  
to Abuse and  
Exploitation

Other???

## Aging in Place

Housing

Food

Barriers to  
Staying at  
Home

Transportation

Caregiving

Other???

# Financial and Physical Health

Limited Income

Difficulty Asking for  
& Getting Help

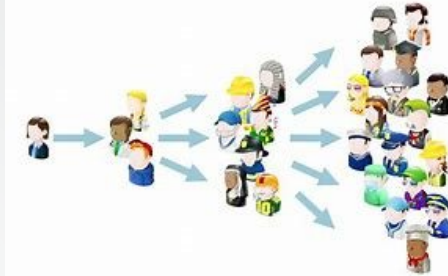
Health Care

Dementia

Exercise/Preventive  
Health

Other???

## Creation of Community Ambassador Volunteer Corps



How do we learn about things  
here in Chatham...

Only 21% are “well informed”  
about the work of COA

# Who Are the Ambassadors?

## Volunteers with a “heart” — who

- Have earned the respect of others
- Are eager to learn and grow
- Are willing and able to share their knowledge and spread the word
- Are willing and able to speak up on behalf of others

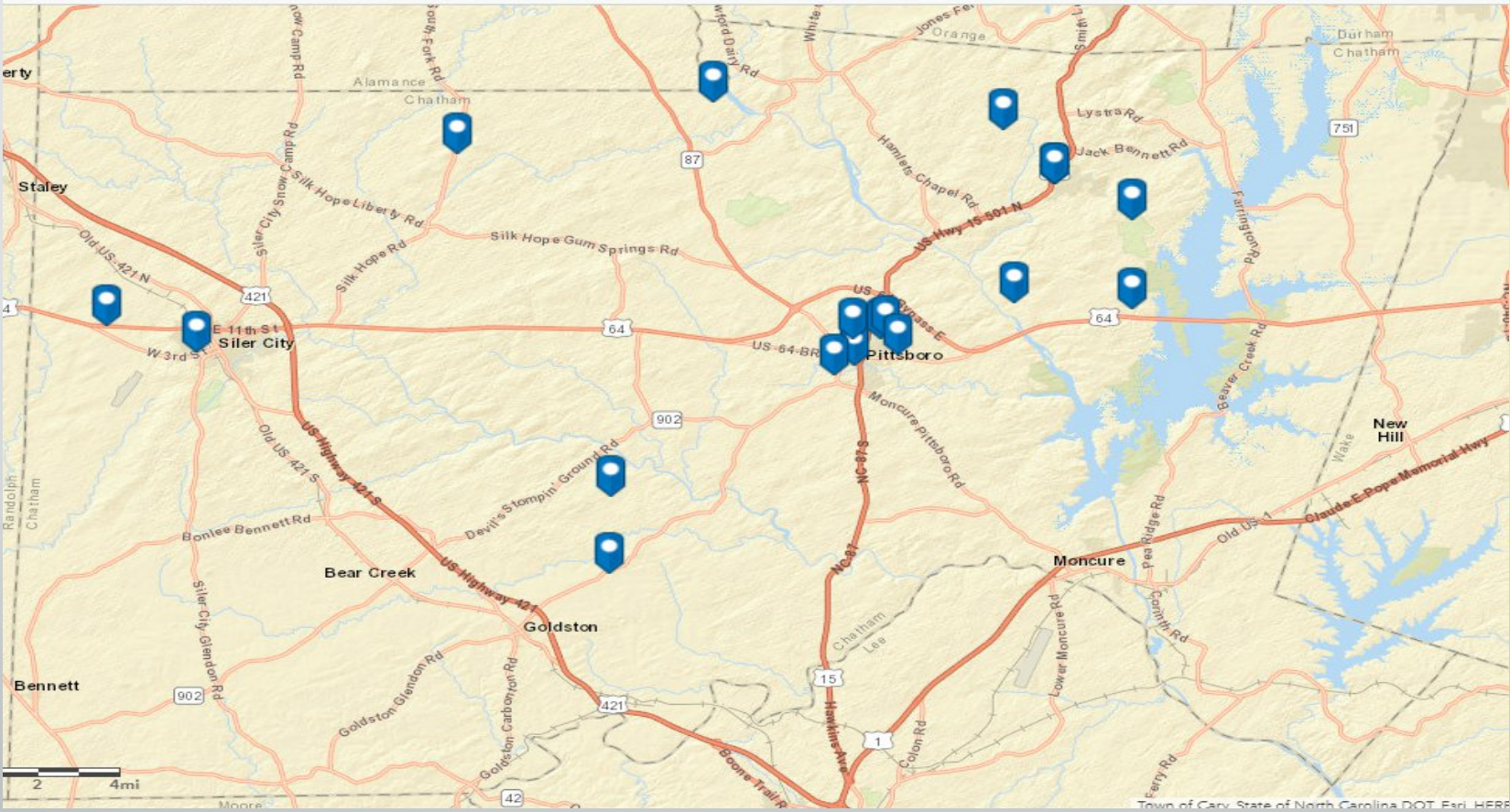


Be a part of all that is decent and be an ambassador for the kind of world that you want to live in.

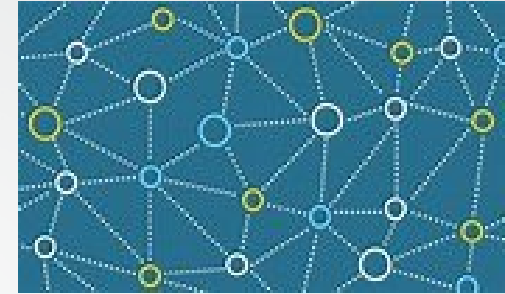
—Julie Andrews



# Where Are They Located?



# What We Hope to Achieve...



## Human Infrastructure

- Build and support a diverse corps of informed representatives
- Connect with all parts and populations of Chatham

## Ongoing Engagement

- Support a two-way flow of information and insight
- Create a network of Ambassadors

## Ultimate Aim

- Seniors & their families are well informed & connected
- They are able to tap & shape Chatham resources



# Community Ambassador Opportunities

- Spread the word in person at the Council's two centers
- Spread the word in the community
- Talk & listen to friends and neighbors and share with fellow Ambassadors
- Support events
- Use media of various kinds
- Assist in collection of information about needs & issues
- Advocate for senior and community interests & needs
- Other....



# Special Projects Underway

- Complete/update Church/Pastor database
- Assist with developing Chatham Aging Navigator (CAN) fact sheets
- Help establish and promote “R.E.S.T.” (Running Errands and Sleep Time) for family caregivers
- Gather information for a database on home-delivery of goods & services for seniors

# Other Examples of Aging Plan Progress

- Secured summer interns and a 3<sup>rd</sup> UNC Public Health Capstone Team
- Researched and initiated contacts related to story telling, oral history, personal biography and similar activities—connecting with Dr. Walt Wolfram, NCSU Professor
- Made contacts with Chatham artists, authors and other creative folk.
- Restarted CCCoA's telephone reassurance service
- Researched the incidence, risk factors, consequences and interventions related to loneliness and isolation
- Created tenant's rights resource guide
- Work on home modification & repair database is expanding
- Secured commitment of home care providers to offer personal care training to family caregivers
- Chatham Leadership Academy Team identified potential ways to further connect generations

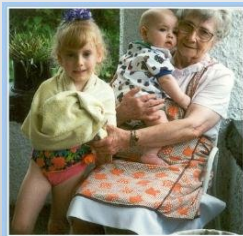
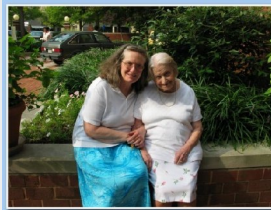


## Other Work Underway

- Integrating Aging Plan Health Group into Access Committee of Health Alliance
- Social Connectedness Group is focusing on two areas: (1) safety, health and emergency response needs of socially isolated seniors; and (2) participation in cultural, educational, volunteer and recreational activities
- Further connect the Aging Plan Housing Group with the County's Affordable Housing Advisory Committee
- Still exploring potential and feasibility of volunteer transportation network
- Discussing with TJCOG and BCBSNC Foundation idea of convening transit and healthcare providers across the region to explore ways to strengthen and support medical transportation
- Working with Chatham Hospital to help identify additional specialty procedures needed in Chatham
- Producing an infomercial on caregiving for use locally
- Conversations with Charles House about bringing Adult Day Care into Chatham
- Planning a spring 2020 follow-up to the Faith-Based Summit



# Many Are Depending on All of Us...



Life's most persistent and urgent question is — "What are you doing for others?"  
—Rev. Martin Luther King, Jr.



# Chatham County, NC

## Text File

File Number: 19-3327

**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Work Session

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

**File Type:** Agenda Item

Vote on a Request to approve the Continuation of the Nonprofit Funding Appropriation for the FY21 Human Services Nonprofit Allocation Process and to reserve a portion of the funds for capacity building activities.

Action Requested: Vote on a Request to approve the Continuation of the Nonprofit Funding Appropriation for the FY21 Human Services Nonprofit Allocation Process and to reserve a portion of the funds for capacity building activities.

### Introduction & Background:

The Human Services nonprofit allocation process provides an opportunity for human services agencies serving Chatham County to apply for financial support of programs and services that support the Board of Commissioner's goal "to provide social services and support that seek to minimize the impact to those in poverty and stabilize families and individuals in the county".

In FY20, the Board of Commissioners approved a funding expansion for the Human Services Nonprofit Allocation process, for a total allocation of \$250,000. The funds were allocated to 17 agencies to provide 18 different services

A continuation of the appropriation of \$250,000 in funds for the human services nonprofit allocation process is requested.

It is requested that \$5,000 of the appropriation be reserved for supporting nonprofit capacity building activities.

### Discussion & Analysis:

Appropriation of funds for the Human Services Nonprofit Allocation Process is required before the county can announce availability of funds of the FY21 Nonprofit Funding Process. According to the Nonprofit Agency Funding Policy, the funds will be announced on the county website by January 31st.

The reserved \$5,000 for capacity building will be used to provide resources and training to all nonprofits in Chatham County.

How does this relate to the Comprehensive Plan:

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

Objective 10: Foster a healthy community

Budgetary Impact: None. The \$250,000 is already included in the budget.

Recommendation:

Approve continuation of appropriation for the Human Services Nonprofit Allocation Process.

Approve reserving \$5,000 of the appropriation for capacity building activities



# **FY21 Nonprofit Allocation Process**

December 16<sup>th</sup>, 2019

Presentation by Hilary Pollan, Community Partners Analyst

## Action Requested

Vote on a request to approve the **Continuation of the Nonprofit Funding Appropriation** for the FY21 Human Services Nonprofit Allocation Process and to **reserve a portion of the funds for capacity building activities.**

# Summary of FY 2020

**\$250,000**

Distributed to  
Human Services  
Agencies

**16**

Agencies Received  
Funding

**17**

Services Contracted

# Relation to Comprehensive Plan

## Goal 9

Provide equitable access to high-quality education, housing, and community options for all.

## Goal 10

Foster a healthy community.



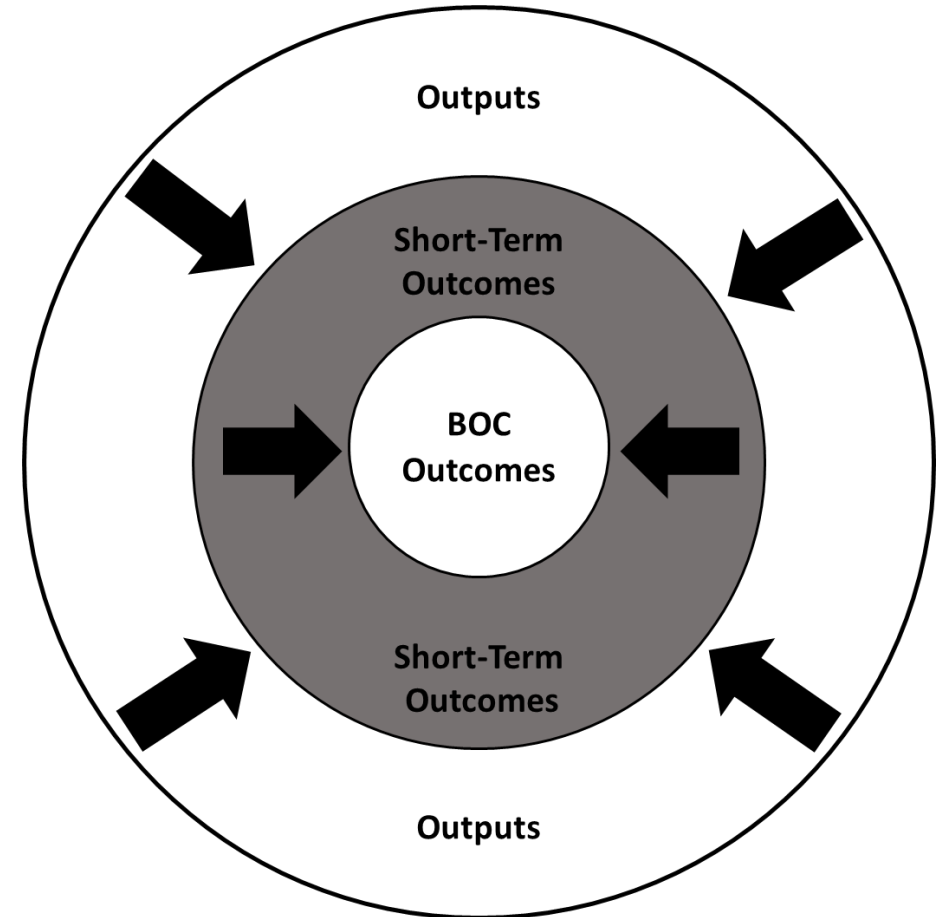
## **Board of Commissioner's Goal**

**“Provide social services and supports that seek to minimize the impacts to those in poverty and stabilize families and individuals in the community”**

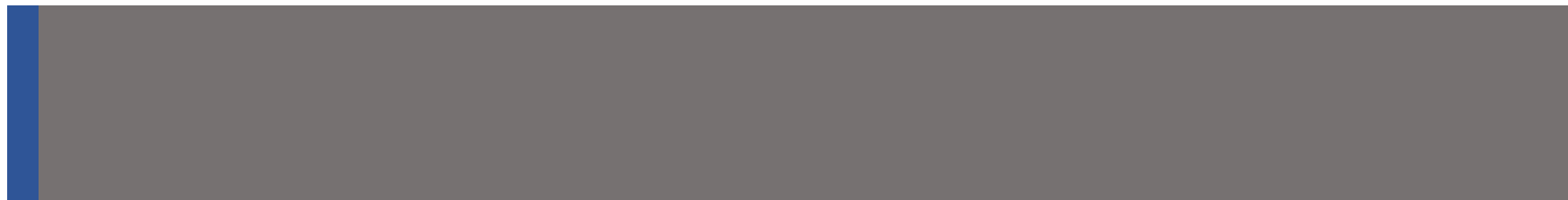
# FY21 Nonprofit Funding Allocation Outcomes

- 1 | Access to safe, affordable and stable **housing**
- 2 | Low/moderate income adults can move towards **self-sufficiency and financial stability** (includes food access)
- 3 | **Improved outcomes for children/youth** living in poverty
- 4 | Improved access to **comprehensive health care**

In FY21, we will fund programs or services that support BOC Outcomes.



# Request for an appropriation continuation of **\$250,000** for FY21 Nonprofit Allocation Process



\$-

\$50,000

\$100,000

\$150,000

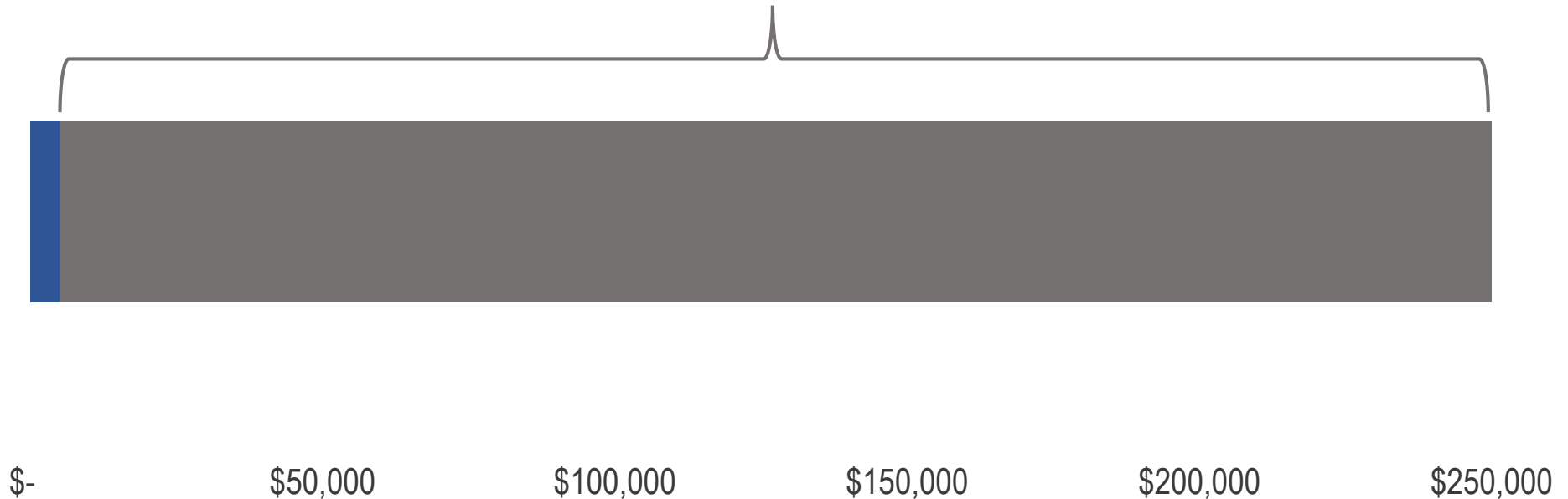
\$200,000

\$250,000



# Request for an appropriation continuation of **\$250,000** for FY21 Nonprofit Allocation Process

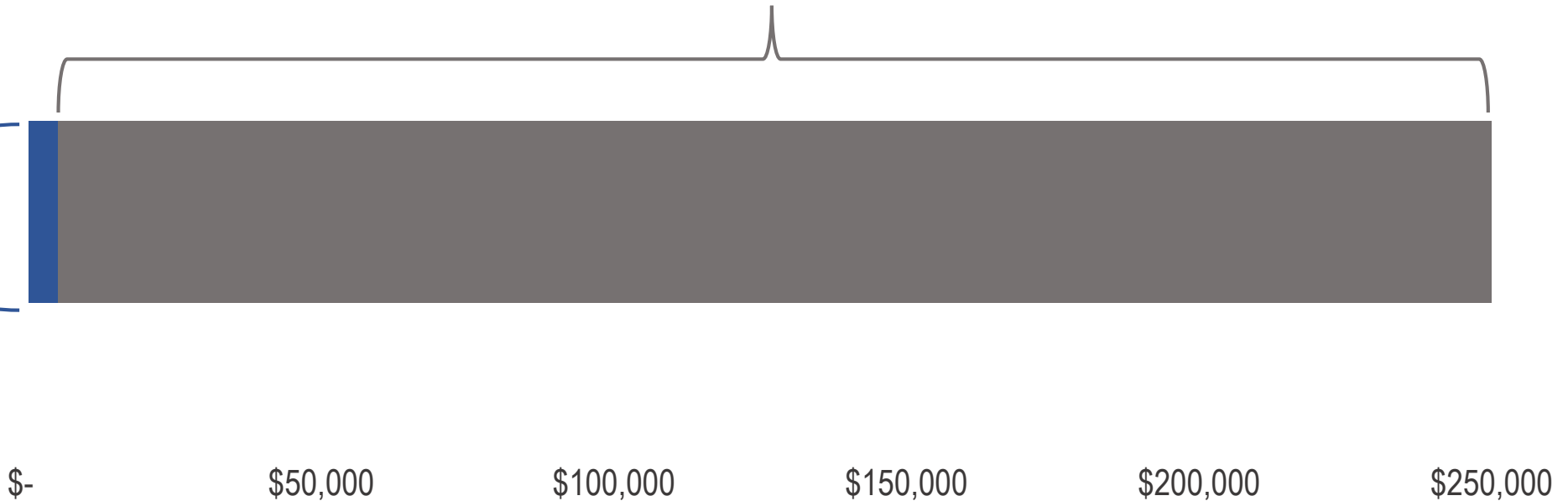
Allocate **\$245,000** in Nonprofit Funding



# Request for an appropriation continuation of **\$250,000** for FY21 Nonprofit Allocation Process

Allocate **\$245,000** in Nonprofit Funding

Reserve  
**\$5,000** for  
Capacity  
Building  
Activities



# Reserve **\$5,000** for Capacity Building Activities



# Reserve \$5,000 for Capacity Building Activities



Chatham  
Nonprofit  
Council

# Reserve **\$5,000** for Capacity Building Activities



**Chatham  
Nonprofit  
Council**



**Capacity Building  
Training and  
Resources**



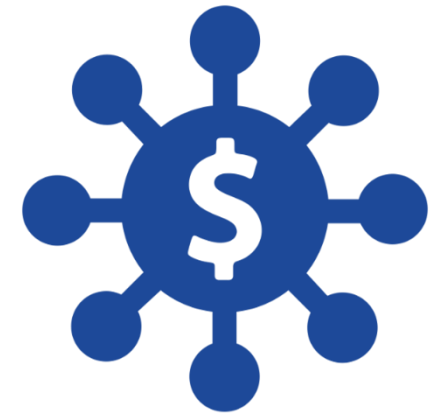
# Reserve \$5,000 for Capacity Building Activities



**Chatham  
Nonprofit  
Council**



**Capacity Building  
Training and  
Resources**

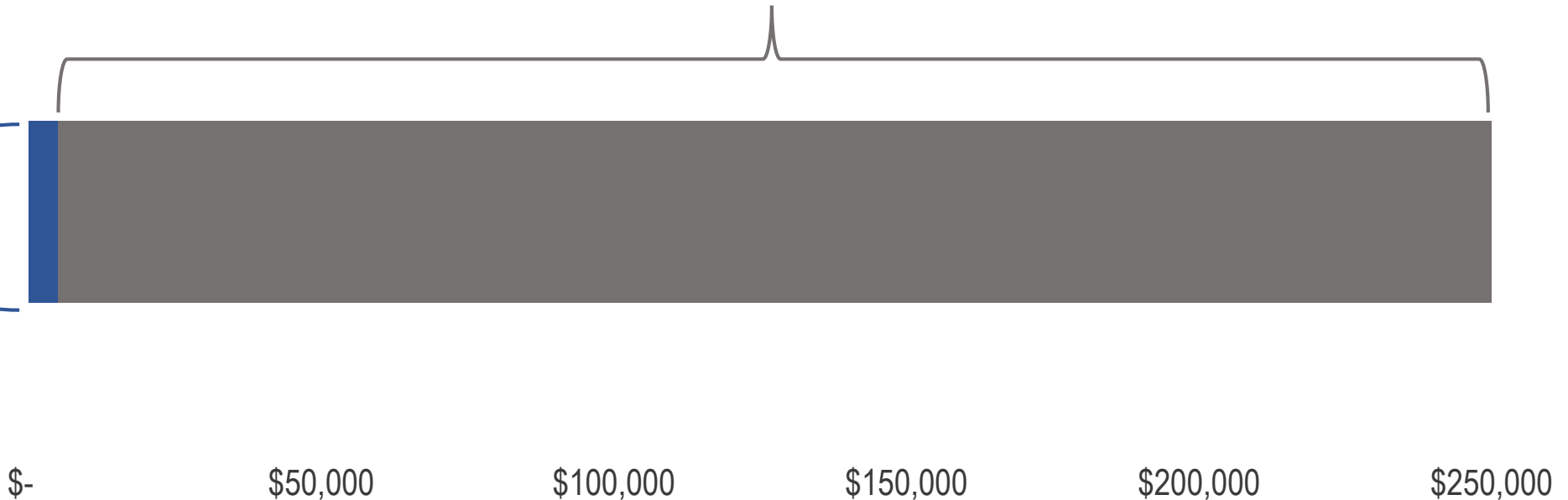


**Funding  
Database  
Subscription**

# Request for an appropriation continuation of **\$250,000** for FY21 Nonprofit Allocation Process

Allocate **\$245,000** in Nonprofit Funding

Reserve  
**\$5,000** for  
Capacity  
Building  
Activities



## Action Requested

Vote on a request to approve the **Continuation of the Nonprofit Funding Appropriation** for the FY21 Human Services Nonprofit Allocation Process and to **reserve a portion of the funds for capacity building activities.**



# Chatham County, NC

## Text File

File Number: 19-3326

**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Work Session

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

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to approve revisions to the Chatham County Nonprofit Agency Funding Policy

Action Requested: Vote on a request to approve revisions to the Chatham County Nonprofit Agency Funding Policy

Introduction & Background:

The Chatham County Nonprofit Agency Funding Policy has been revised to reflect changes in the certification process for nonprofits.

Discussion & Analysis:

In FY19, revisions were approved to the Chatham County Nonprofit Agency Funding Policy. The changes primarily involved:

- 1) A shift to a RFP for Services and Programs, instead of a grants program
- 2) Clarifying that the Nonprofit Funding Allocation Process focus is Human Services
- 3) Identifying that the Human Services CIT Nonprofits Subcommittee sets funding priorities, evaluates applications, and recommends funding allocations to BOC
- 4) Volunteer panels replaced with Nonprofit Advisory Committee

In FY20, additional revisions to the Chatham County Nonprofit Agency Funding Policy are recommended to create a more efficient process for the applicants in the Human Services Nonprofit Funding Allocation Process, and to reduce the amount of materials to review for the Human Services CIT that evaluates applications. These changes are based on a thorough review of applications from other North Carolina counties' nonprofit funding processes. These proposed changes include:

- 1) Removal of the following Eligibility Criteria: NC Articles of Incorporation and Financial Reserves Policy
- 2) Revision of the following Eligibility Criteria: Combined Conflict of Interest and Non-Discrimination into a single signed Disclosure of Potential Conflict of Interest and Non-Discrimination Clause form
- 3) Revision of policy language to clarify that agencies that apply for Parks and Recreation Grants are not eligible to apply for the Human Services funds for the same program or service.

See the following attachments for more details:

- 1) Overview of Changes to the Nonprofit Policy in FY19 and FY20

- 2) Clean version of the proposed revisions to the Chatham County Nonprofit Agency Funding Policy
- 3) Track Changes version of the proposed revisions to Chatham County Nonprofit Agency Funding Policy

How does this relate to the Comprehensive Plan:

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

Objective 10: Foster a healthy community

Budgetary Impact: None.

Recommendation:

Approve all revisions to the Chatham County Agency Funding Policy



# **FY21 Nonprofit Allocation Process**

December 16<sup>th</sup>, 2019

Presentation by Hilary Pollan, Community Partners Analyst

## **Action Requested**

Vote on a request to approve revisions to  
the Chatham County Nonprofit Agency  
Funding Policy

# Nonprofit Funding Policy

**Purpose:** “...to establish guidelines for the funding of nonprofit agencies by the county and to ensure **transparency, accountability, consistency, and adherence to best practices.**”

# Nonprofit Funding Policy

Policy is written to apply to **both** Human Services and Parks and Recreation Allocation Process

# Attachments

1| Overview of FY19 and FY20 Policy Revisions

2| Clean Version of Chatham County Nonprofit Funding Policy

3| Tracks Changes Version of Chatham County Nonprofit Funding Policy



# FY19 Policy Revisions Overview

Shifted to a RFP for Services and Programs

Nonprofit Funding Allocation Process focus is Human Services

Human Services CIT Nonprofits Subcommittee sets funding priorities, evaluates applications, and recommends funding allocations to Board of Commissioners

Volunteer panels replaced with a Nonprofit Advisory Committee

# FY20 Policy Revisions Overview

Removed NC Articles of Incorporation and Financial Reserves Policy

Combined Conflict of Interest and Non-Discrimination into a single signed **Disclosure of Potential Conflict of Interest and Non-Discrimination Clause form**

Revised policy so that agencies that apply for Parks and Recreation Grants are not eligible to apply for the Human Services funds **for the same program or service.**

## **Action Requested**

Vote on a request to approve revisions to the Chatham County Nonprofit Agency Funding Policy.

## **Overview of Nonprofit Policy Revisions**

### **FY 2019**

- Shift to a Request for Proposal to deliver services and programs, instead of a grants program.
- Focus of nonprofit funding allocation is on human services; although the policy is written to be able to apply to both the human services and parks and recreation allocation process
- Funding priorities are set by the Human Services Collaborative Impact Team Nonprofit Subcommittee. This subcommittee also evaluates applications and recommends funding allocation to the Board of commissioner.
  - Formerly, priorities for the human services allocation were set by a broad range of community stakeholders
  - Formerly volunteer panels and department heads independently reviewed applications.
  - Application evaluation also formerly included a site visit and presentation.
- Volunteer panels were replaced with a Nonprofit Advisory Committee

### **FY 2020**

- Removal and revision of eligibility criteria:
  - Removed NC Articles of Incorporation filed by the NC Secretary of State
  - Removed Financial Reserves Policy
  - Combined Conflict of Interest and Non-Discrimination Statements into a single signed Chatham County Disclosure of Potential Conflicts of interests and Non-Discrimination Clause.
- Revised policy agencies that apply for Parks and Recreation Grants are not eligible to apply for the Human Services funds for the same program or service or vice versa.
  - Previously agencies that applied to Parks and Recreation were ineligible to apply for Human Services funds for any program or service.

## Chatham County Nonprofit Agency Funding Policy

### **Purpose**

The purpose of this policy is to establish guidelines for the funding of nonprofit agencies by the county and to ensure transparency, accountability, consistency, and adherence to best practices. This policy is subject to allocation of funds by the Board of Commissioners for the purpose of providing grants to nonprofit agencies.

### **Policy Statement**

The focus of this policy is on meeting the needs of county residents by providing funding to eligible schools (recreation grants only) and nonprofit agencies to support the delivery of needed services or programs that the county is not able to or does not provide or that the agency can deliver more effectively or efficiently.

This funding is intended to support the delivery of services and program, although some recreation facility improvement projects may be eligible if the agency provides matching funds, the project is complete at the end of the grant, and the project provides a facility that is open to the public on a non-discriminatory basis and supports the goals and objectives of Chatham County Parks and Recreation.

Agencies that apply for parks and recreation grants are not eligible to apply for human services funds for the same program or service and vice versa. Nonprofit agencies that are funded as part of the county operating budget are not eligible to apply for funds via this policy.

Any expenditure of these funds must satisfy the North Carolina Constitution's public purpose requirement, which requires that public funds be expended for the benefit of all citizens. See N.C. Constitution Article V, Section 2(1). Funds must also be spent on projects, programs, or services that could have been provided by Chatham County directly according to statutory authority in N.C.G.S. §153A-449.

### **Eligibility for County Funds**

The county does not fund start-up agencies. All agencies that apply for funding must have been in operation for at least three (3) years prior to being considered for a grant award.

To be eligible to be considered for funding, agencies must provide the following:

- Either a current solicitation license from the North Carolina Secretary of State or a current exemption.
- Human service agencies that submit proposal applications must have 501c3 status and must provide a copy of the letter from the IRS that confirms this status.
  - These agencies must also submit the most recently filed IRS Form 990 or the 990 EZ.
  - Recreation agencies are not required to have 501c3 status. If a recreation agency does have 501c3 status, then they must provide a copy of the letter from the IRS confirming this status. Otherwise, recreation agencies that are recognized as nonprofit organizations in the State of North Carolina but who do not have 501c3 status must provide an employer identification number (EIN) issued by the IRS.
- An annual budget
- By-laws
- A board roster
- A signed Chatham County Disclosure of Potential Conflicts Of Interest and Non-Discrimination Clause
  - Agencies must provide a full explanation of any identified Conflicts of Interests on the form.



- Annual audit or financial review. For agencies with an annual income of less than \$100,000, or for agencies with no paid full-time employees, an audit is not required and county or United Way staff will provide the financial review.

All agencies must adhere to the accountability standards set by the Board of Commissioners, including complying with all financial and performance measurement requirements and terms of contracts and memorandums of understanding, including meeting all deadlines.

### **Priorities for funding**

The county Human Services Collaborative Impact Team (CIT) will recommend services needed based on their strategies to address Board of Commissioner goals and the top needs identified in the Chatham Health Alliance Community Assessment.

Funding priorities for recreation programs will be recommended by the Chatham County Parks and Recreation Department and the Recreation Advisory Committee. Recreational needs may be based on the most recent United Way Community Needs Assessment, the most recent Chatham County Public Health Department Community Health Assessment and the Chatham County Parks and Recreation Department goals and objectives.

All funding priorities must be approved by the Board of Commissioners.

### **Funding Application Process**

The county will announce availability of funds for a Request for Proposals (RFP) for services on the county website by January 31. Applications, evaluation criteria, and timelines will be made available at that time.

To accommodate the sport-driven schedules of recreation agencies the county will announce availability of funding on the county website by June 30 for the coming fiscal year. Applications for funding, evaluation criteria, and timelines will be made available at that time.

- **Certification**

County and United Way staff review all applications and agency information to ensure compliance with the certification requirements. Staff assesses the agency's financial status and completes a certification checklist. Agencies that do not have all the necessary requirements will be notified that the application is not complete and may be given an opportunity to complete the certification requirements. If an award is made, no funding will be released to an agency until all certification requirements are complete to the county's satisfaction.

- **Nonprofit Advisory Board**

The County Manager appointed a 5-person advisory board in August, 2018. Members of the advisory board are Chatham County residents with expertise in the nonprofit sector. The advisory board will work with nonprofit agencies to ensure they have the competencies needed to work collaboratively and will serve as a liaison between the Human Services CIT and county nonprofit agencies.

- **Parks and Recreation Advisory Committee**

The Chatham County Parks and Recreation Advisory Committee, or a sub-committee of that committee, and the Parks and Recreation Department will review applications from recreation agencies. Members of the Parks and Recreation Advisory Committee who are affiliated with an agency applying for funds may not participate in the review and recommendation process. They should identify their affiliation and be excused from the meeting when the grant application is discussed and recommendations decided.

- **Application Evaluation and Recommendations**

The Human Services CIT will read and review applications, score applications according to scoring criteria approved by the Board of Commissioners, and make funding recommendations that are presented to the County Manager and the Board of Commissioners. While the County Manager

takes into account the recommendation of the Human Services CIT, the County Manager is not bound by their recommendations and may make a different recommendation to the Board of Commissioners.

- **Commissioner Approval**

The Board of Commissioners reviews human services funding recommendations as part of the annual budget process and approves final grant awards. These amounts may differ from the recommended funding.

The Board of Commissioners reviews recreation funding recommendations during the fiscal year that the awards are recommended and approves final grant awards. These amounts may differ from the recommended funding.

- **Funding Notification**

Human service agencies will be notified of RFP awards by the first week of July. All funded agencies are required to sign an agency agreement prior to receiving funding. Agreements will be signed according to county policy. Funding will not be released until the signed agreements are executed by both parties.

Recreation agencies will be notified of grant awards following approval by the Board of Commissioners. All funded agencies are required to sign an agency agreement prior to receiving funding. Agreements will be signed according to county policy. Funding will not be released until the signed agreements are executed by both parties.

**Grant Reporting and Monitoring**

All agencies are required to submit a mid-year report by January 15 and a year-end report by July 15. Reports will address the anticipated measurable outcomes and the progress of each funded program.

## Chatham County Nonprofit Agency Funding Policy

### Purpose

The purpose of this policy is to establish guidelines for the funding of nonprofit agencies by the county and to ensure transparency, accountability, consistency, and adherence to best practices. This policy is subject to allocation of funds by the Board of Commissioners for the purpose of providing grants to nonprofit agencies.

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- An annual budget
- By-laws
- A board roster
- ~~Signed Chatham County Disclosure of Potential Conflicts Of Interest and Non-Discrimination Clause. Agency statement of non-discrimination. (The agency must confirm that it does not~~

~~discriminate in employment or opportunity based on race, color, religion, creed, national origin, ancestry, disability, gender, sexual orientation, or age.) Agencies must provide a full explanation of any identified Conflicts of Interests on the form.~~

- ~~Agency conflict of interest policy or document stating that the agency does not use county funds to pay board members for participation on the board or hire board members to do any other work.~~
- Annual audit or financial review. For agencies with an annual income of less than \$1050,000, or for agencies with no paid full-time employees, an audit is not required and county or United Way staff will provide the financial review.
- ~~Financial reserves policy (Agencies that earn less than \$50,000 annually are not required to have a reserves policy)~~

All agencies must adhere to the accountability standards set by the Board of Commissioners, including complying with all financial and performance measurement requirements and terms of contracts and memorandums of understanding, including meeting all deadlines.

### **Priorities for funding**

The county Human Services Collaborative Impact Team (CIT) will recommend services needed based on their strategies to address Board of Commissioner goals and the top needs identified in the Chatham Health Alliance Community Assessment.

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### **Grant Reporting and Monitoring**

All agencies are required to submit a mid-year report by January 15 and a year-end report by July 15. Reports will address the anticipated measurable outcomes and the progress of each funded program.



# Chatham County, NC

## Text File

File Number: 19-3352

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**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Agenda Ready

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

**File Type:** Agenda Item

Vote on a request approve selection of Wallick Communities for the Affordable Housing Opportunity RFP and grant the County Manager authority to negotiate the development contract and the authority to execute the contract.

Action Requested: Approve the selection of Wallick Communities for the Affordable Housing Opportunity RFP and grant permission to the County Manager to negotiate and approve the development contract in anticipation of the 2020 LIHTC tax cycle.

### Introduction & Background:

On November 26, 2019 Chatham County released a Request for Proposal (RFP) for an Affordable Housing Opportunity on County owned property in Siler City for the 2020 LIHTC Application cycle.

### Discussion & Analysis:

Wallick Communities submitted a comprehensive and fully responsive product for their RFP response. Of the three applicants, Wallick scored the highest, and aligns well with County affordable housing properties.

This project and county support is contingent on Wallick Communities being selected to receive a LIHTC award in August 2020

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

Goal 10

### Budgetary Impact:

Applicant will pursue reimbursement of impact fees - This has not been applied for as of yet, but has been indicated in their submission.

Applicant is requesting Housing Trust Fund dollars - This is pending contract approval

### Recommendation:

Approve selection of Wallick Communities for the Affordable Housing Opportunity RFP released in November 2019 for County owned property in Siler City, and grant the County Manager the authority to negotiate the development contract in anticipation of 2020 LIHTC cycle.







# Chatham County, NC

## Text File

File Number: 19-3345

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**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Board Priorities

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Election of the Chair and Vice Chair



# Chatham County, NC

## Text File

File Number: 19-3347

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**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Board Priorities

**In Control:** Board of Commissioners

**File Type:** Appointment

**Agenda Number:**

Vote on a request to appoint Kaitlyn Warren as Deputy Clerk to the Chatham County Board of Commissioners.



# Chatham County, NC

## Text File

File Number: 19-3324

**Agenda Date:** 12/16/2019

**Version:** 1

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

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

**File Type:** Agenda Item

**Agenda Number:**

Vote on request to approve an additional allocation of \$30,337 from Juvenile Crime Prevention Council and amend the budget accordingly.

Action Requested: Juvenile Crime Prevention Council Allocation letter and chart

Introduction & Background: Juvenile Crime Prevention Councils (JCPC) are created and funded by a state and local partnership in all 100 North Carolina counties. The Department of Justice Division of Adult Correction and Juvenile Justice allocates funding to each county JCPC to be awarded as grants to local programs that address services for court-involved, delinquent, or at-risk youth.

Due to raise the age occurring on December 1, 2019 additional funds have been allocated to each county to support additional services.

Discussion & Analysis: The JCPC Expansion allocation of \$30,337 includes support to the Department of Juvenile Justice for treatment for youthful offenders and families ages 16 -18 years old.

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 Court Related Programs budget will be increased by \$30,337 to match the current State allocation. No additional match funds are required.

Recommendation: Motion to approve a request to approve an additional allocation from the Juvenile Crime Prevention Council and amend the budget accordingly.



# North Carolina Department of Public Safety

## Juvenile Justice

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Timothy D. Moose, Chief Deputy Secretary  
William L. Lassiter, Deputy Secretary

### MEMORANDUM

**TO:** County Commission Board Chairpersons  
Juvenile Crime Prevention Council Chairpersons  
North Carolina County Finance Officers  
North Carolina County Managers

**FROM:** William L. Lassiter, Deputy Secretary Juvenile Justice

**CC:** Cindy Porterfield, Director, Juvenile Community Programs  
Pam Stokes, Central & Eastern Area Lead JCPC Consultant  
June Ward, Western & Piedmont Area Lead JCPC Consultant  
JCPC Area Consultants and Area Program Assistants  
Pam Hoggard, JCPC Statewide Program Assistant

**RE:** FY 2019-20 JCPC Allocations Expansion

**Date:** October 14, 2019

In 2017 North Carolina's General Assembly passed the Juvenile Justice Reinvestment Act by including the language in the appropriations bill. This legislation will allow for most 16 and 17 year olds charged with crimes to be served in juvenile justice system instead of being charged as adults. Since the passage of this legislation, the Department of Public Safety, Juvenile Justice Section and the Juvenile Jurisdiction Advisory Committee have been planning for this historic change to the juvenile justice system and made budget recommendations to the Governor and the General Assembly earlier this year.

Both the Governor and the General Assembly made significant investments to implementing Raise the Age in their budgets and now that Governor has signed a Raise the Age budget, I am pleased to announce that Juvenile Crime Prevention Council county allocations will receive expansion dollars to address programming needs—a total of \$4.2M (recurring) for FY2019-20 and \$6.6M (recurring) for FY2020-21.

Please find the attached table that defines each county's JCPC allocation increase that includes the following changes:

- An allocation base increase by \$6,600 for all counties, the \$31,500 base will increase to \$38,100; and
- An additional county allocation increase based upon a county's youth population between ages 10 -17 years old.

**Mailing Address:**  
4201 Mail Service Center  
Raleigh NC 27699-4201

[www.ncdps.gov](http://www.ncdps.gov)



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**Office Location:**  
512 N. Salisbury St.  
Raleigh, NC 27604  
Telephone: 919-733-2126  
Fax: 919-715-8477

Since these dollars will be coming late in the fiscal year, the Department will *waive the county match requirement* for the county *JCPC expansion dollars awarded to programs during year 1, FY2019-20*. (DJJ Expansion funds awarded to programs will be identified within NCALLIES Program Agreement application as “DJJ Expansion” sources of revenue). Please be mindful, however, that if Year 1 JCPC expansion dollars are used by programs to support capital purchases, a cash match will still be required at the percentage level as assigned (10%, 20% or 30%). Your Area Consultant will work closely with your JCPC and providers to ensure that information is accurately entered into the system.

Lastly, the goal of the Raise the Age legislation is to prevent young people from entering the criminal justice system and also prevent juveniles from reoffending. For this reason, the Department will ensure equal *access* to Teen Court or similar restorative justice diversion models for *all* counties. These programs are designed for early intervention and may serve to provide the needed resources to support the development and implementation of local School Justice Partnerships as set forth in the 2017 Juvenile Justice Reinvestment Act. *This memorandum provides an administrative directive that all county Juvenile Crime Prevention Councils shall ensure access to Teen Court or similar restorative justice diversion models. Access to these program models shall be established within the two-year biennium budget period (by June 30, 2021). JCPCs shall indicate completion of this action within the JCPC county plan.*

Thank you for your continued support during this time of system reform in North Carolina’s juvenile justice system. This reform will create beneficial opportunities for North Carolina’s youth to become productive citizens of our state.

COUNTY	Current MATCH	Juv Population 10 - 17*	Current Allocation	Increase Year 1	Base Increase + Balance applied per capita	Increase Year 2	Base Increase + Balance applied per capita
Alamance	30%	16943	\$ 330,218	\$ 62,396	\$ 392,614	\$ 100,224	\$ 430,442
Alexander	30%	3859	\$ 112,275	\$ 19,308	\$ 131,583	\$ 27,924	\$ 140,199
Alleghany	20%	997	\$ 57,665	\$ 9,883	\$ 67,548	\$ 12,109	\$ 69,774
Anson	10%	2519	\$ 105,489	\$ 14,896	\$ 120,385	\$ 20,520	\$ 126,009
Ashe	20%	2361	\$ 87,518	\$ 14,375	\$ 101,893	\$ 19,647	\$ 107,165
Avery	30%	1326	\$ 74,596	\$ 10,967	\$ 85,563	\$ 13,927	\$ 88,523
Beaufort	10%	4820	\$ 152,389	\$ 22,473	\$ 174,862	\$ 33,235	\$ 185,624
Bertie	10%	1840	\$ 93,232	\$ 12,659	\$ 105,891	\$ 16,768	\$ 110,000
Bladen	10%	3542	\$ 144,251	\$ 18,264	\$ 162,515	\$ 26,173	\$ 170,424
Brunswick	20%	10704	\$ 176,737	\$ 41,850	\$ 218,587	\$ 65,749	\$ 242,486
Buncombe	30%	23492	\$ 508,064	\$ 83,963	\$ 592,027	\$ 136,413	\$ 644,477
Burke	30%	9081	\$ 230,294	\$ 36,505	\$ 266,799	\$ 56,780	\$ 287,074
Cabarrus	30%	25827	\$ 310,611	\$ 91,653	\$ 402,264	\$ 149,316	\$ 459,927
Caldwell	20%	8322	\$ 211,117	\$ 34,006	\$ 245,123	\$ 52,586	\$ 263,703
Camden	20%	1141	\$ 51,907	\$ 10,358	\$ 62,265	\$ 12,905	\$ 64,812
Carteret	30%	5931	\$ 168,736	\$ 26,132	\$ 194,868	\$ 39,374	\$ 208,110
Caswell	10%	2158	\$ 97,534	\$ 13,707	\$ 111,241	\$ 18,525	\$ 116,059
Catawba	30%	16696	\$ 332,366	\$ 61,583	\$ 393,949	\$ 98,859	\$ 431,225
Chatham	30%	7208	\$ 143,544	\$ 30,337	\$ 173,881	\$ 46,430	\$ 189,974
Cherokee	20%	2488	\$ 85,779	\$ 14,793	\$ 100,572	\$ 20,348	\$ 106,127
Chowan	10%	1376	\$ 75,906	\$ 11,131	\$ 87,037	\$ 14,204	\$ 90,110
Clay	20%	1014	\$ 52,051	\$ 9,939	\$ 61,990	\$ 12,203	\$ 64,254
Cleveland	20%	10040	\$ 277,984	\$ 39,663	\$ 317,647	\$ 62,079	\$ 340,063
Columbus	10%	5816	\$ 198,917	\$ 25,753	\$ 224,670	\$ 38,738	\$ 237,655
Craven	20%	10707	\$ 254,570	\$ 41,860	\$ 296,430	\$ 65,765	\$ 320,335
Cumberland	20%	35141	\$ 918,508	\$ 122,325	\$ 1,040,833	\$ 200,783	\$ 1,119,291
Currituck	30%	2815	\$ 81,830	\$ 15,870	\$ 97,700	\$ 22,155	\$ 103,985
Dare	30%	3264	\$ 88,429	\$ 17,349	\$ 105,778	\$ 24,636	\$ 113,065
Davidson	30%	17788	\$ 390,671	\$ 65,179	\$ 455,850	\$ 104,894	\$ 495,565
Davie	30%	4448	\$ 109,880	\$ 21,248	\$ 131,128	\$ 31,179	\$ 141,059
Duplin	10%	6679	\$ 169,150	\$ 28,595	\$ 197,745	\$ 43,507	\$ 212,657
Durham	30%	28563	\$ 536,666	\$ 100,663	\$ 637,329	\$ 164,434	\$ 701,100
Edgecombe	10%	5831	\$ 216,301	\$ 25,802	\$ 242,103	\$ 38,821	\$ 255,122
Forsyth	30%	40020	\$ 713,108	\$ 138,393	\$ 851,501	\$ 227,744	\$ 940,852
Franklin	10%	7317	\$ 136,991	\$ 30,696	\$ 167,687	\$ 47,033	\$ 184,024
Gaston	20%	23461	\$ 530,721	\$ 83,861	\$ 614,582	\$ 136,242	\$ 666,963
Gates	20%	1172	\$ 61,299	\$ 10,460	\$ 71,759	\$ 13,076	\$ 74,375
Graham	10%	904	\$ 55,463	\$ 9,577	\$ 65,040	\$ 11,595	\$ 67,058
Granville	20%	5920	\$ 141,524	\$ 26,096	\$ 167,620	\$ 39,313	\$ 180,837
Greene	10%	2215	\$ 80,688	\$ 13,894	\$ 94,582	\$ 18,840	\$ 99,528
Guilford	30%	53422	\$ 987,774	\$ 182,528	\$ 1,170,302	\$ 301,801	\$ 1,289,575
Halifax	10%	5323	\$ 207,002	\$ 24,130	\$ 231,132	\$ 36,014	\$ 243,016
Harnett	10%	16180	\$ 224,037	\$ 59,884	\$ 283,921	\$ 96,008	\$ 320,045
Haywood	20%	5398	\$ 145,992	\$ 24,377	\$ 170,369	\$ 36,428	\$ 182,420
Henderson	30%	10900	\$ 199,188	\$ 42,496	\$ 241,684	\$ 66,832	\$ 266,020
Hertford	10%	2292	\$ 107,471	\$ 14,148	\$ 121,619	\$ 19,265	\$ 126,736
Hoke	10%	6908	\$ 120,529	\$ 29,349	\$ 149,878	\$ 44,773	\$ 165,302
Hyde	10%	463	\$ 49,898	\$ 8,125	\$ 58,023	\$ 9,159	\$ 59,057
Iredell	30%	20318	\$ 286,796	\$ 73,511	\$ 360,307	\$ 118,874	\$ 405,670
Jackson	20%	3427	\$ 102,902	\$ 17,886	\$ 120,788	\$ 25,537	\$ 128,439
Johnston	20%	24530	\$ 251,231	\$ 87,382	\$ 338,613	\$ 142,149	\$ 393,380
Jones	20%	966	\$ 86,595	\$ 9,781	\$ 96,376	\$ 11,938	\$ 98,533
Lee	30%	6644	\$ 161,771	\$ 28,480	\$ 190,251	\$ 43,314	\$ 205,085
Lenoir	10%	6155	\$ 206,571	\$ 26,869	\$ 233,440	\$ 40,612	\$ 247,183
Lincoln	30%	8836	\$ 164,923	\$ 35,698	\$ 200,621	\$ 55,426	\$ 220,349
Macon	30%	3113	\$ 89,324	\$ 16,852	\$ 106,176	\$ 23,802	\$ 113,126
Madison	20%	2005	\$ 78,786	\$ 13,203	\$ 91,989	\$ 17,679	\$ 96,465
Martin	20%	2330	\$ 114,943	\$ 14,273	\$ 129,216	\$ 19,475	\$ 134,418



McDowell	20%	4454	\$ 129,005	\$ 21,268	\$ 150,273	\$ 31,212	\$ 160,217
Mecklenburg	30%	113907	\$ 1,415,682	\$ 381,715	\$ 1,797,397	\$ 636,031	\$ 2,051,713
Mitchell	20%	1288	\$ 70,417	\$ 10,842	\$ 81,259	\$ 13,717	\$ 84,134
Montgomery	20%	2993	\$ 99,288	\$ 16,456	\$ 115,744	\$ 23,139	\$ 122,427
Moore	30%	9676	\$ 181,745	\$ 38,465	\$ 220,210	\$ 60,068	\$ 241,813
Nash	20%	9858	\$ 240,814	\$ 39,064	\$ 279,878	\$ 61,074	\$ 301,888
New Hanover	20%	19513	\$ 433,344	\$ 70,860	\$ 504,204	\$ 114,426	\$ 547,770
Northampton	10%	1900	\$ 94,114	\$ 12,857	\$ 106,971	\$ 17,099	\$ 111,213
Onslow	30%	17884	\$ 426,556	\$ 65,495	\$ 492,051	\$ 105,424	\$ 531,980
Orange	30%	13530	\$ 277,731	\$ 51,157	\$ 328,888	\$ 81,365	\$ 359,096
Pamlico	10%	1046	\$ 64,880	\$ 10,045	\$ 74,925	\$ 12,380	\$ 77,260
Pasquotank	10%	4109	\$ 132,974	\$ 20,132	\$ 153,106	\$ 29,306	\$ 162,280
Pender	10%	6111	\$ 113,591	\$ 26,725	\$ 140,316	\$ 40,368	\$ 153,959
Perquimans	10%	1217	\$ 64,160	\$ 10,608	\$ 74,768	\$ 13,325	\$ 77,485
Person	20%	4017	\$ 123,213	\$ 19,829	\$ 143,042	\$ 28,797	\$ 152,010
Pitt	20%	17023	\$ 329,484	\$ 62,660	\$ 392,144	\$ 100,666	\$ 430,150
Polk	20%	1813	\$ 66,786	\$ 12,571	\$ 79,357	\$ 16,618	\$ 83,404
Randolph	30%	15620	\$ 319,622	\$ 58,039	\$ 377,661	\$ 92,914	\$ 412,536
Richmond	20%	4868	\$ 159,884	\$ 22,631	\$ 182,515	\$ 33,500	\$ 193,384
Robeson	10%	14828	\$ 426,621	\$ 55,431	\$ 482,052	\$ 88,537	\$ 515,158
Rockingham	20%	9100	\$ 266,025	\$ 36,568	\$ 302,593	\$ 56,885	\$ 322,910
Rowan	30%	15254	\$ 322,700	\$ 56,834	\$ 379,534	\$ 90,891	\$ 413,591
Rutherford	20%	6762	\$ 181,268	\$ 28,868	\$ 210,136	\$ 43,966	\$ 225,234
Sampson	10%	7261	\$ 168,092	\$ 30,512	\$ 198,604	\$ 46,723	\$ 214,815
Scotland	10%	3770	\$ 152,332	\$ 19,015	\$ 171,347	\$ 27,432	\$ 179,764
Stanly	30%	6273	\$ 174,070	\$ 27,258	\$ 201,328	\$ 41,264	\$ 215,334
Stokes	30%	4399	\$ 136,010	\$ 21,087	\$ 157,097	\$ 30,908	\$ 166,918
Surry	20%	7319	\$ 194,574	\$ 30,703	\$ 225,277	\$ 47,044	\$ 241,618
Swain	10%	1519	\$ 65,395	\$ 11,602	\$ 76,997	\$ 14,994	\$ 80,389
Transylvania	30%	2739	\$ 104,212	\$ 15,620	\$ 119,832	\$ 21,735	\$ 125,947
Tyrrell	10%	337	\$ 46,894	\$ 7,710	\$ 54,604	\$ 8,462	\$ 55,356
Union	30%	31730	\$ 294,504	\$ 111,092	\$ 405,596	\$ 181,935	\$ 476,439
Vance	10%	5001	\$ 160,352	\$ 23,069	\$ 183,421	\$ 34,235	\$ 194,587
Wake	30%	121506	\$ 1,171,637	\$ 406,740	\$ 1,578,377	\$ 678,022	\$ 1,849,659
Warren	10%	1784	\$ 81,719	\$ 12,475	\$ 94,194	\$ 16,458	\$ 98,177
Washington	10%	1267	\$ 75,339	\$ 10,772	\$ 86,111	\$ 13,601	\$ 88,940
Watauga	30%	3310	\$ 114,285	\$ 17,500	\$ 131,785	\$ 24,891	\$ 139,176
Wayne	20%	13661	\$ 337,366	\$ 51,588	\$ 388,954	\$ 82,088	\$ 419,454
Wilkes	20%	7125	\$ 191,460	\$ 30,064	\$ 221,524	\$ 45,972	\$ 237,432
Wilson	10%	8781	\$ 238,224	\$ 35,517	\$ 273,741	\$ 55,122	\$ 293,346
Yadkin	20%	3803	\$ 114,105	\$ 19,124	\$ 133,229	\$ 27,615	\$ 141,720
Yancey	20%	1639	\$ 73,048	\$ 11,998	\$ 85,046	\$ 15,657	\$ 88,705

<b>TOTALS</b>		<b>1074951</b>	<b>\$ 21,984,234</b>	<b>\$ 4,200,000</b>	<b>\$ 26,184,234</b>	<b>\$ 6,600,000</b>	<b>\$ 28,584,234</b>
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\*State demographer's web-site



# Chatham County, NC

## Text File

File Number: 19-3329

**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Planning

**File Type:** Agenda Item

Vote on a request to approve by Garretson Browne, Project Manager, on behalf of NNP Briar Chapel, LLC for subdivision **Final Plat** review and approval of **Briar Chapel, Phase 12A**, consisting of 74 lots on 37.6 acres, located off Great Ridge Parkway, SR-1692, Baldwin Township, parcels #80420, 80418, 87088, & 88053.

### Action Requested:

A request to approve by Garretson Browne, Project Manager, on behalf of NNP Briar Chapel, LLC for subdivision **Final Plat** review and approval of **Briar Chapel, Phase 12A**, consisting of 74 lots on 37.6 acres, located off Great Ridge Parkway, SR-1692, Baldwin Township, parcels #80420, 80418, 87088, & 88053.

### Introduction & Background:

**Zoning:** Conditional Use District / Compact Community

**Water System:** Public, Chatham County

**Sewer System:** Private wastewater treatment plant

**Subject to 100 year flood:** Floodable area in Phase 12A

**General Information:** Compact Community approved in 2005 for 2,389 dwelling units on 1,589 acres, permit revised in 2012, 2014 and 2017. Current number of dwelling units allowed based on the 2017 CUP amendment is 2650.

**Reviewed:** Under pre-2008 Subdivision Regulations.

Current number of dwelling units allowed based on the 2017 CUP amendment is 2650.

### Discussion & Analysis:

The request is for Final Plat approval of Briar Chapel, Phase 12A consisting of 74 lots on 37.6 acres with a financial guarantee for the completion of required infrastructure. Phase 12A received preliminary plat review and approval by the Board of County Commissioners on March 18, 2019 for 134 lots. The submittal includes a request for a financial guarantee for completion of the required infrastructure. Under the pre-2008 Subdivision Regulations, a project must have a minimum of 40% of the infrastructure completed prior to submittal of a final plat and the roads must be accessible to emergency vehicles. A cost estimate letter, dated October 11, 2019, has been provided by Chris Seamster, PLA, McKim & Creed, Inc. stating that the required infrastructure is

52% complete. The cost letter may be updated prior to plat recordation if additional work has been completed. Staff recommends granting the request for a financial guarantee. Staff also recommends that the final plat not be recorded until the engineer has certified that the roadway providing access to the parcels are accessible to emergency vehicles and recommends that the final plat not be recorded until the county attorney has reviewed and approved the form of the contract and financial guarantee. Per the approved preliminary plat, roadways are proposed to be public and state maintained roads. Phase 12A is located off Great Ridge Parkway. There's one private alleyway (Mills Gap Road), two public roads (Vandalia Ave and Chauncey Circle) and 27 on-street parking spaces in Phase 12A.

Phase 12A has one common area, Common Area #90. As shown on the plat, Common Area #90 has 22.813 acres. Common Area #90 has a common boundary with Richard and Margaret Wilson, Marvin Meacham, and Douglas Roberts. There is a 100' perimeter buffer provided along Richard and Margaret Wilson (parcel 62256) and Marvin Meacham (parcel 2190) properties and a 50' voluntary buffer provided along Douglas Roberts' property (parcel 2246).

Riparian buffer widths of 50 feet per side (100' total) and 100 feet per side (200' total) measured from top of bank landward have been shown on the plat. There is one stormwater feature in Phase 12 A, but a total of two in the phase. The final plat information includes the approximate BMP location using top of bank of the existing features and has been reviewed and approved by Watershed Protection staff. The required stormwater note regarding the Operations and Maintenance Agreement and the maintenance responsibility of the stormwater features is included on the final plat.

The following conditions were added to the preliminary plat approval for this phase -

1. "The final plat shall include the approximate location of the BMP using top of bank of existing feature (no pipes or risers); the BMP maintenance easement be labeled and shown as 'private' with a minimum of 10 feet clearance; and the location of the access to the stormwater easement from the public right-of-way."
2. "A note shall be placed on the final plat stating the maintenance responsibility of the stormwater features."

The BMP, access to the BMP and a note stating the maintenance responsibility of the stormwater feature is shown on final plat.

The Technical Review Committee met on October 16, 2019 to review the request. Staff discussed public right-of-way, mail kiosk location, floodplain, and road names. There were no other staff concerns.

**Planning Board:**

The Planning Board reviewed the application during their November 5, 2019 meeting. Planning Board discussion included questions about the number of lots being presented were less than the preliminary approval, if there's a retaining wall near the stormwater pond, if the 100 year floodplain and wetland requires buffers since this project is a pre-'08, if the homes will have garages and driveways, and sewage issues and if the

issues have been addressed. Mr. Nick Robinson and Mr. Chris Seamster were present and addressed the questions asked of the board. Seventy - four lots are proposed for Phase 12A and the remaining sixty lots will be presented later. Mr. Seamster explained the retaining wall is up against the stormwater pond and not in the 100 year floodplain. The 100 year floodplain and wetlands don't require buffers because it's reviewed under the pre-'08 rules. The homes in Phase 12A will have garages, driveways, and there are 27 additional parking spaces within the phase. Mr. Robinson stated the sewage issues were isolated and have been resolved.

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

The subject property is located in an area designated as Compact Residential which allows a mix of detached and attached residential units complemented by a variety of open spaces. Phase 12A will have 74 single family detached homes on 37.6 acres. Compact Residential allows community centers, amenities, recreational uses, schools and churches. Briar Chapel development has various amenities including parks, walking trails, club house and pool, along with public schools either within the development or on adjacent properties. Compact Residential areas are to be connected by a system of local and collector streets. Phase 12A has public roadways connecting to the balance of Briar Chapel.

**Recommendation:**

The Planning Department and Planning Board unanimously recommends granting final plat approval of **“Final Subdivision, Easement, and Right-of-Way Dedication Plat of Briar Chapel Development Phase 12A for NNP Briar Chapel, LLC”** with the following conditions:

1. Prior to final plat recordation the county attorney shall approve the form of the contract and financial guarantee.
2. Prior to final plat recordation the engineer shall certify to the county that there is all weather access for emergency vehicles and the certification must be approved by the Fire Marshal.



# Chatham County, NC

## Text File

File Number: 19-3331

**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Planning

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to approve request by Mike Scisciani, Vice President of Operations Newland Communities, to prepay affordable housing and recreation exaction fees for the balance of single family lots remaining in Briar Chapel that have not received final plat approval and authorize the County Manager to execute the agreement.

### **Action Requested:**

Vote on a request to approve by Mike Scisciani, Vice President of Operations Newland Communities, to prepay affordable housing and recreation exaction fees for the balance of single family lots remaining in Briar Chapel that have not received final plat approval.

### **Introduction & Background:**

Representatives for Newland Communities inquired if they could prepay the remaining affordable housing and recreation exaction fees for the single family lots in Briar Chapel. A draft agreement has been prepared by the county attorney for consideration by the Board of Commissioners to approve the prepayment of these fees.

### **Discussion & Analysis:**

A rezoning and conditional use permit (CUP) for Briar Chapel were approved by the Board of Commissioners in 2005. The CUP included condition #20 that provided for a payment-in-lieu for the provision of affordable housing units. The condition allowed for a \$1.1 million payment for ½ of the required affordable housing units under the Compact Communities Ordinance. This equated to a payment of \$460.44 per dwelling unit within Briar Chapel based on a maximum of 2,389 dwelling units for the development. Subsequently, the CUP has been amended several times and the total dwelling unit county has increased to 2,650. Based on the currently approved conditional use permit (attached) the developer and county agreed to increase the affordable housing fee payment to \$920.88 per dwelling unit for each unit above 2,389. This agreement was reached because the original agreement only covered the provision of ½ of the required affordable housing dwelling units (Note: Newland Communities and the county agreed to a one-time payment of \$900,000 for the remaining balance of affordable housing units from the original approval based on 2,389 total dwelling units). Representatives for Newland Communities have requested to prepay the balance of affordable housing and recreation exaction fees for the remaining single family lots in

Briar Chapel. The County Attorney has prepared the draft agreement (attached) to cover the prepayment. The agreement includes that if the recreation exaction fee increases prior to the final plat recordation of the remaining single family lots the developer would be subject to the balance of the increased fee. The affordable housing fee is based on the conditional use permit requirement. If the agreement is approved and executed then Newland Communities will pay a fee of \$460.44 per dwelling unit and the increased affordable housing fee will be paid by the developers of the apartment complexes that are proposed within the commercial areas of Briar Chapel adjacent to US 15-501.

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

The subject property is located in an area designated as Compact Residential which allows a mix of detached and attached residential units complemented by a variety of open spaces.

**Recommendation:**

Review the request and vote to adopt the agreement.

NORTH CAROLINA

CHATHAM COUNTY

**AGREEMENT**

**THIS AFFORDABLE HOUSING AND RECREATION FEE AGREEMENT** (this “**Agreement**”), is made and entered into by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (the “**County**”) and **NNP-BRIAR CHAPEL, LLC**, a Delaware limited liability company (“**NNP-Briar Chapel**”), either the County or NNP-Briar Chapel may be referred to herein as a “**Party**” and collectively as the “**Parties**”;

**WITNESSETH:**

**WHEREAS**, NNP-Briar Chapel is developing a subdivision in Chatham County known as the Briar Chapel Compact Community (“**Briar Chapel**”); and

**WHEREAS**, there are two hundred and eighty-two (282) single family residential lots spanning four (4) phases of Briar Chapel (Phase 12 A&B – 134 lots; Phase 13, Section 3 - 59 lots; and Phase 14 – 89 lots) (collectively the “**Remaining Residential Lots**”) that remain to be submitted for final plat approval; and

**WHEREAS**, pursuant to (i) the County’s subdivision regulations and (ii) the conditional use permit issued by the County to NNP-Briar Chapel for the Briar Chapel subdivision, NNP-Briar Chapel is required to pay the County an affordable housing fee in the amount of Four Hundred Forty and 66/100 Dollars (\$440.66) per residential lot (the “**Affordable Housing Fee**”) and a Recreation Fee in the amount of Nine Hundred Twenty-Six and No/100 Dollars (\$926.00) per residential lot (the “**Recreation Fee**”), each such fee being due and payable on the date the final plat is submitted to the County for approval; and



**WHEREAS**, NNP-Briar Chapel has requested that it be permitted to pay the Affordable Housing Fees and the Recreation Fees for the Remaining Residential Lots prior to final plat submittal; and

**WHEREAS**, the County has agreed that NNP-Briar Chapel may accelerate payment for the Affordable Housing Fees and the Recreation Fees without waiting for final plat submittal;

**NOW, THEREFORE**, in consideration of the premises and the respective benefits going to the County and NNP-Briar Chapel, the Parties agree as follows:

1. Recitals Incorporated. The above and foregoing recitals are incorporated in this Agreement by reference and constitute an essential part hereof.

2. Payment of Affordable Housing Fees. On or before a date that is thirty (30) days after the Effective Date of this Agreement, NNP-Briar Chapel shall pay the County the sum of One Hundred Twenty-Nine Thousand Eight Hundred Forty-Four and 8/100 Dollars (\$129,844.08), which payment shall be accepted by the County as full and final payment for the Affordable Housing Fees for the Remaining Residential Lots.

3. Payment of Recreation Fees. On or before a date that is thirty (30) days after the Effective Date of this Agreement, NNP-Briar Chapel shall pay the County the sum of Two Hundred Sixty-One Thousand One Hundred Thirty-Two and No/100 Dollars (\$261,132.00) for the Recreation Fees. The Recreation Fee, unlike the Affordable Housing Fee, is not fixed, and is subject to change, so while the foregoing amount is based on the Recreation Fee in effect as of the Effective Date of this Agreement, it is subject to increase.

4. Increase in the Recreation Fees. In the event there is an increase in the Recreation Fee prior to the date that all of the Remaining Residential Lots are submitted for final plat approval, NNP-Briar Chapel shall pay the County the difference between the Recreation Fee paid pursuant to this Agreement (\$926.00 per lot) and the per lot Recreation Fee in effect on the date any remaining final plat or plats are submitted for approval. If the Recreation Fee does not increase no additional payment shall be due for any of the Remaining Residential Lots.

5. Limitations of Agreement. This Agreement applies only to the Affordable Housing Fees and the Recreation Fees for the 282 single family residential lots yet to be final platted. The Affordable Housing Fees and Recreation Fees for the multifamily areas and other areas of Briar Chapel will be paid by NNP-Briar Chapel or such other developer, or developers of those areas when the building permit applications are submitted. No other fees are covered under this Agreement except for the Affordable Housing Fees and Recreation Fees.

6. Notices. All notices, payments, or other correspondence given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or fees prepaid, addressed to a Party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The Parties shall be responsible for notifying each other of any change of address. Mailing addresses for Parties are as follows:

If to the County:	Chatham County Attention: County Manager Post Office Box 1809 Pittsboro, North Carolina 27312
If to NNP-Briar Chapel:	NNP-Briar Chapel, LLC Attention: _____

1342 Briar Chapel Parkway  
Chapel Hill, North Carolina 27516

and

Newland Real Estate Group, LLC  
4790 Eastgate Mall, Suite 150  
San Diego, CA 92121  
Attention: Legal Services

7. Effective Date. The effective date of this Agreement is the date it is executed by the County.

8. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the Parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the Parties with respect to the matters contained herein are merged in this Agreement. This Agreement may not be changed orally, but only by a written document signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, and any action brought under or concerning this Agreement shall be brought and maintained in the Superior Court of Chatham County, North Carolina. The headings contained in this Agreement are solely for the convenience of the Parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, substitution, submission, or other event of negotiation. This Agreement may be

executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing any such counterpart.

**IN WITNESS WHEREOF**, Chatham County and NNP-Briar Chapel, LLC have caused this Agreement to be executed by their respective authorized representatives effective as provided above.

**CHATHAM COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NNP-Briar Chapel, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Planning Department  
Post Office Box 54  
80-A East Street - Dunlap Building  
Pittsboro, NC 27312-0054

Jason Sullivan, Planning Director



Phone: 919-542-8204  
Fax: 919-542-2698  
[www.chathamnc.org/planning](http://www.chathamnc.org/planning)

September 19, 2017

NNP-Briar Chapel, LLC  
16 Windy Knoll Circle  
Chapel Hill, N.C. 27516

Dear Ms. Ford,

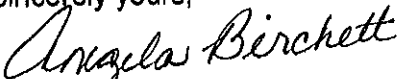
During their regular meeting on September 18, 2017, the Chatham County Board of Commissioners considered your request as described below:

**Request by NNP Briar Chapel for a revision to the Conditional Use Permit to (1) revise the civic site at the intersection of Andrews Store Rd and Parker Herndon Rd (possible Chatham County elementary school site) on master plan to allow for full development of the site (rather than just 2 acres as shown), (2) create the possibility of having up to 2,650 residential units (currently approved for 2,500), (3) revise the master plan map to reduce the perimeter buffer (a) from 100' to 50' along the frontage with Chapel in the Pines church (at the church's request); (b) from 100' to 50' along the short boundary with Duke Energy ROW at SD-N; and (c) from 100' to 75' along Phase 15-S boundary to eliminate the need to build a retaining wall within the perimeter buffer, (4) revise the color key table on the master plan map to reflect adjustments to residential densities in particular locations and (5) update the moderately priced dwelling unit requirement for any increase above the original 2,389 approved units.**

After considering your written request and recommendation of the County Planning Department and Planning Board, the Board of Commissioners approved your request for a revision to the Conditional Use Permit as noted above.

Minutes of the meeting are available from Ms. Lindsay Ray, Clerk to the Board of County Commissioners, at 542-8200. If you have any questions about the Board's action or would like to discuss uses of your land, please call me at 542-8207.

Sincerely yours,

  
Angela Birchett, CZO  
Zoning Administrator  
AB/pdp

Cc: Mr. Nick Robinson & Bradshaw 128 Hillsboro Street, Pittsboro, N.C. 27312



CHATHAM COUNTY COMMISSIONERS

Jim Crawford, Chairman  
Diana Hales, Vice Chairman  
Mike Dasher  
Karen Howard  
Walter Petty

COUNTY MANAGER

Renee Paschal

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

## Resolution of the Chatham County Board of Commissioners

A RESOLUTION APPROVING A REVISION TO THE CONDITIONAL USE PERMIT

BY NNP-Briar Chapel, LLC

**WHEREAS, NNP-Briar Chapel, LLC** has applied to Chatham County for a revision to an existing conditional use permit on Parcel Nos. 79946, 88052, 87621, 1184, 2617, 18911, 82827, 82828, 82829, 86288, 86790, 87080, 87090, 87852, 2611, 87089, 87024, 80420, 82826, 2757, 2714, 88053, 87088, 80418, 79184, 85632 located in Baldwin and Williams Townships, to modify certain conditions and revise the approved site plan, and;

**WHEREAS,** the Chatham County Board of Commissioners having considered all of the evidence in the whole record and based upon the competent, substantial and material evidence in the record, including, without limitation, the Applicant's written materials, all of which are incorporated herein by reference, hereby finds as follows:

1. The use/s requested are among those listed as eligible uses in the district in which the subject property is located or is to be located. The proposed uses continue to be allowed within the district approved as Conditional Use Compact Community (CU-CC).
2. The requested revised conditional use permit is either essential or desirable for the public convenience or welfare because, among other reasons supported by evidence in the record, the applicant will afford the possibility of a Chatham County elementary school site within the project, will allow for safer parking at the Chapel of the Pines church, will allow for much-needed multi-family residential units along the US 15-501 corridor and will limit the maximum number of single-family dwellings to no more than 2, 389 as originally approved, and incorporates all previous standings in support of this finding.
3. The requested revised conditional use permit will not impair the integrity or character of the surrounding or adjoining districts, and will not be detrimental to the health, safety or welfare of the community. Among other reasons supported by evidence in the record, the applicant continues to be required by NCDOT to make off-site road improvements to accommodate the increased traffic on surrounding roadways, is complying with the Compact Communities Ordinance with respect to perimeter and viewshed buffers around the development, and is

providing funding or land for public facilities to minimize the impact of the development on the surrounding area, provided a voluntary 50 foot perimeter buffer around the Dollar property which is no longer part of the CCO area, and will continue as stated in Stipulation 20 with payments in lieu for affordable housing options. All other previous supports in standing shall remain in effect.

4. The requested revised conditional use permit continues to be consistent with the objectives of the Land Development Plan by, among other reasons supported by evidence in the record, continuing to comply with the current Land Conservation and Development Plan. The development includes a mix of residential units, as well as complementary non-residential uses. The northeastern portion of the county has continued to experience rapid development in part due to its proximity to RTP, Wake, Orange, and Durham Counties. The developer continues to work with the county Land and Water Resources department to take measures to protect ground and surface waters.

5. Adequate utilities, access roads, storm drainage, recreation, open space, and other necessary facilities have been or are being provided through the proposed revised conditional use permit consistent with the County's plans, policies and regulations and confirmed through any additional conditions placed on its approval as seen below. Among other reasons supported by evidence in the record, the applicant has provided or will continue to utilize the county water system and the applicant indicated that wastewater treatment plant has been permitted with adequate capacity to support the approved development, as well as the requested increase. Recreation and open space will continue to be protected and provided through site design and compliance with ordinances and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CHATHAM COUNTY BOARD OF COMMISSIONERS, as follows:

That a Conditional Use Permit be, and it hereby is, approved, as revised, for the reasons hereinabove stated subject to the additional stipulations and conditions set forth hereinafter; and

BE IT RESOLVED FURTHER, that the Chatham County Board of Commissioners hereby approves the application for the revised conditional use permit in accordance with the revised master plan, attached hereto as Exhibit A, submitted by the Applicant, NNP-Briar Chapel, LLC, and incorporated herein by reference with specific conditions as listed below;

**Site Specific Conditions**

1. A revised Master Plan shall be provided to the Planning Department reflecting no reduction to the perimeter buffer along the boundary of Phase 15S as was requested in the amendment application.



2. The revised Master Plan and supporting documentation submitted with this amendment shall be the guide for development of remaining phases of the project. The road system, buffers, water features, and open spaces shall remain as shown on this master plan unless subsequently modified pursuant to an order entered or a resolution adopted by the Board of Commissioners.
3. The site plan for the proposed school to be located on the civic site of Briar Chapel must be reviewed by the Chatham County Appearance Commission before any land disturbing activities commence.
4. A Traffic Impact Analysis shall be required if the developer intends to construct 2,650 dwelling units and exceed 301,500 square feet of non-residential development.
5. An approval letter from Duke Energy must be provided before land disturbing activity can begin on the northern portion of SD North as shown on the supplementary exhibit. This letter should detail what is permitted within the Duke Power easement and any landscaping that may be provided to shield the view from US 15-501.
6. An updated impervious surface calculation must be provided within six months from the date of the adopted approval and an engineer assessment of the overall impervious surface calculation will be required at the completion of the project. If county staff request an updated impervious surface calculation during the development of the project, the developer shall provide one within 60 days of such request.

#### **Standard Site Conditions**

7. The application, standards and adopted regulations of the applicable ordinances and policies, and the approved recommendations as provided for and/or conditioned, are considered to be the standards as set forth and shall comply as stated. Changes to or variations from any requirements of this permit must be approved through the Planning Department or other approving board before any such changes can take place.
8. All required local, state, or federal permits (i.e. NCDOT commercial driveway permits, NCDWQ, Chatham County Land and Water Resources, and Environmental Health Division, etc.) shall be obtained, if required, and copies submitted to the Planning Department as part of the platting process.

#### **Standard Administrative Conditions:**

9. Fees - Applicant and/or landowner shall pay to the County all required fees and charges attributable to the development of its project in a timely manner, including, but not limited to, utility, subdivision, zoning, and building inspections.

10. Continued Validity – The continued validity and effectiveness of this approval was expressly conditioned upon the continued compliance with the plans and conditions listed above.
11. Non-Severability – If any of the above conditions is held to be invalid, this approval in its entirety shall be void.
12. Non-Waiver – Nothing contained herein shall be deemed to waive any discretion on the part of the County as to further development of the applicant’s property and this permit shall not give the applicant any vested right to develop its property in any other manner than as set forth herein.

### **Stipulations Specific to the Development**

1. Construction Deadlines. This permit shall automatically expire on December 31, 2025 unless the construction of all required improvements has been completed or extended by the County upon request prior to the expiration of the term.

2. Land Use Intensity. This conditional use permit approves:

Gross Land Area 1589 acres

Max Impervious surface area 24%

Maximum Number of Dwelling Units 2,650 (single family units not to exceed 2,389)

3. Watershed Management. A detailed watershed protection plan for the entire project area, including impervious surface calculations, has been approved by the County. Prior to approval of a final plat for each phase of the project, the Applicant shall submit evidence satisfactory to the County Watershed Administrator of compliance with the approved plan. County acknowledges that the Briar Chapel development is exempt from the Jordan Water Supply Nutrient Strategy: Protection of Existing Riparian Buffers (also known as the “Jordan Lake Water Supply Watershed Buffer Rules”) (15A NCAC 02B.0267) as an “existing use.” Applicant shall provide updated impervious surface calculations on a phase-by-phase basis at the time of each preliminary plat submittal.

4. Storm Water Management. County acknowledges that all phases of the Briar Chapel Development authorized by this Conditional Use Permit constitute “existing development” within the meaning of the Jordan Water Supply Nutrient Strategy (15A NCAC 2B .0263) and are therefore not subject to the stormwater management requirements for new development set out in 15A NCAC 2B .0265. A storm water management plan shall be approved by the County Stormwater Administrator prior to approval of a preliminary plat for each phase of the project. Such plan shall include final construction drawings for storm water management control measures and an impervious surface calculation sheet for that phase. The Applicant shall

construct storm water management control measures sufficient to serve each phase of the project area prior to issuance of a Certificate of Occupancy.

5. Commercial Uses. The commercial component of the development shall be limited to 510,000 square feet in the locations shown on the Revised Master Plan, and the commercial uses allowed within the development shall be all those uses now allowed or later added as allowed in the December 2008 Zoning Ordinance under Section 10.13 Table 1: Zoning Table of Permitted Uses under the Zoning Districts denominated as "O/I," "B-1," "NB," "CB," and "RB." Irrespective of whether such uses are shown as permitted or as requiring a conditional use permit, all such uses shall be deemed allowed as of right within the Briar Chapel development. Applicant has agreed to this specification of allowed uses in order to bring clarity to the scope of allowed commercial uses with the express agreement of the County that the district-specific restrictions regarding maximum size of buildings and setbacks shall not apply. Signage for the commercial uses shall comply with the Design Guidelines from the original 2005 approval and the signage provisions set forth in the Chatham County Zoning Ordinance in effect on February 15, 2005 (original approval date). Commercial components of the Briar Chapel Development shall be accessible via public sidewalks, greenways, paths or trails. Pedestrian Access to SD North is substantially complete. Such pedestrian access shall be made to SD West.

6. Lighting Plan Approval. All area lighting shall meet County standards and not adversely affect adjoining residential areas.

7. Utility and Access Easements. Easement documents as required by the County for any public utilities used or furnished to the project area have been recorded. During the preliminary plat review process, the Chatham County Water Department shall review and approve any future water utility easement locations shown on a proposed preliminary plat and shall do so within thirty (30) days after submission by Applicant to the Water Department. If the Chatham County Water Department does not respond within thirty (30) days after submission, the proposed water utility locations shall be deemed approved.

8. Unity of Development. Guidelines for the future development of the project as a unified whole have been submitted to the Chatham County Planning Department.

#### **Stipulations Regarding State and Federal Government Approvals**

9. Permits. Any required State or Federal permits or encroachment agreements, including a commercial driveway permit(s) from NC DOT shall be obtained and copies submitted to the County prior to approval of a preliminary plat for each phase.

10. Improvements. Off-site improvements required by N.C. DOT or any other agency shall be constructed at no cost to the County including the traffic improvements as stated in the most recent TIA and others as ultimately deemed warranted by the NCDOT following its analysis.

## **Stipulations Regarding Required Improvements**

11. Parking and off-street loading areas. Parking and off-street loading areas shall be installed in accordance with the ordinances and policies of the County. Prior to final subdivision plat submittal for SD-West, Applicant will designate at least eighteen 18 park-and-ride parking spaces (such as additional spaces in proposed parking lots above the minimum number required for retail or office uses) and a bus shelter, the location of which shall be agreed upon between Applicant and Chatham Transit.

12. Streets. Roads will be stubbed-out and/or areas will remain underdeveloped as reasonably necessary to allow for future connections with currently undeveloped parcels, so long as such access takes into account physical features and other access points and are no more than necessary, and with the understanding that future connecting roads will be designed and constructed to approximately the same standards as the connecting roads in Briar Chapel. Where roads are constructed they will be built to required standards up to the perimeter buffer. The exact location of said roads may be determined during preliminary plat review. Signs shall be posted on the property advising of the future extension of said roads.

### 13. Utilities.

(a) The Applicant shall demonstrate availability of adequate water and wastewater supplies to serve the property. Plans for provision of water supply shall be approved by the County prior to issuance of a preliminary plat for each phase. Such plans shall be in conformity with any County water policies then in effect and the Applicant shall pay all water fees and charges associated with the applicable phase, including then current water fees, review and inspection charges, prior to submittal of the preliminary subdivision plat for each phase. The entire cost of extending public utility services if desired or required under County regulations shall be borne by the Applicant.

(b) In order to adequately provide fire flow pressures for the project and surrounding area, Applicant has provided and the County has accepted an above ground storage facility.

(c) Adequate wastewater treatment service for the entire project area shall be designed and approved by the appropriate regulatory agency prior to issuance of a preliminary plat for each phase and constructed at no cost to the County. Adequate facilities for the spray irrigation of treated effluent from each phase of the project shall be designed, approved by the appropriate regulatory agency, and constructed at no cost to the County prior to issuance of a Certificate of Occupancy for any building within that phase of the project.

(i) Equipment such as pumps and blowers will be appropriately insulated or buffered to ensure that no motor noise from them will be noticeable on a typical day at the boundary of the wastewater plant lot.

(ii) An aeration system has been installed in the 110-day holding ponds.

#### 14. Public Facilities.

(a) Water Storage Tank Site: Applicant has constructed and donated to the County a 1 million gallon capacity water storage tank which is in use and fully operational at this time. The water storage tank and site have been conveyed to the County. This obligation has been fully satisfied.

(b) Public School Site: Applicant has deeded the public school site to the County and the school is open and operational. This obligation has been fully satisfied.

(c) Charter School Site: Applicant has deeded the charter school site to the Woods Charter School entity and the school is constructed and operational. This obligation has been fully satisfied.

(d) Civic Site: Applicant has tendered to the County, a special warranty deed, reasonably acceptable to the County, for a minimum three (3) acre building site located at the northeastern corner of Mann's Chapel Road and Great Ridge Parkway for use by the County as a civic site. The deed shall include (1) a covenant not to exceed 24% maximum impervious surface area on the site; (2) a provision allowing a septic system and also an easement sufficient to allow for installation, maintenance and repair of an appropriate sewer collection line for connection to the Briar Chapel Utilities waste water collection system and treatment plant as well as allocated sewer capacity in the amount of no more than 400 gallons per day; (3) a covenant subjecting any structure to be constructed or placed on the site to applicable Briar Chapel Design Guidelines, existing as of the date of this revision, and Design Review Committee approval, but no other approvals, covenants, terms, conditions, restrictions, fees or charges, (4) a covenant restricting use of the parcel to civic uses,, structures and facilities; and (5) a covenant providing that if one of the following does not occur within ten (10) years of the date the special warranty deed is tendered to the County the property, free and clear of any liens or encumbrances, shall revert to Applicant or its successors and assigns:

- (i) Issuance of building permits for all structures on the site; provided further that construction is commenced thereon within six (6) months after the issuance of the building permit(s), and substantially completed within eighteen (18) months after the issuance of the building permit(s); or
- (ii) In the case of use of the site for purposes that involve no constructed structures, the property is made open to the public for such use.

The County shall have seven (7) years from the date of approval of this amendment to notify Briar Chapel of its intent to use the reserved sewer capacity for the site. The Deed was recorded on or about December 16, 2015. This obligation of Applicant has been fully satisfied.

(e) Park Site: Park site has been constructed and has been deeded to County. This obligation has been fully satisfied.

(f) Library: Applicant delivered and the County accepted its accelerated \$80,000 library fee on August 13, 2012. This obligation has been fully satisfied.

(g) Applicant shall subject one of the commercial lots within SD North, SD East or SD West to a reservation of 5,000 square feet of shell space, to be constructed and provided to the County at no cost or charge to the County, for the Chatham County Sheriff's Office for a satellite office (the "Reservation"). Because timing, size and potential commercial developers or tenants are unknown at the time of approval of this amendment to the Conditional Use Permit, the selection of which commercial lot that will be subjected to the Reservation shall be entirely in the discretion of Applicant. Applicant, however, shall make good faith efforts to reserve said space within the agreement to convey the first lot located within the portion of SD West located north of Taylor Road. Upon execution of an agreement by which Applicant intends to convey land subject to the Reservation to a developer, Applicant will forward said agreement to the County. It will then be up to the County and the developer of the lot(s) to be conveyed (not the Applicant) to determine whether they can reach an agreement regarding leasing/sale, upfit and all other commercially reasonable terms for the Reservation space. Applicant's obligation will be deemed fully satisfied upon closing of the conveyance called for in the agreement that contains the Reservation irrespective of whether the County declines the space or fails to reach an agreement with the developer of the space. The County acknowledges that, within any agreement with a developer of the space, the County will be responsible for the cost of the up-fit to the shell space for the offices and amenities required (i.e. restrooms, showers, storage, etc.). This obligation shall be resolved between Chatham County and Applicant prior to final plat submittal for the last of the lots in SD-West.

Upon completion of the items listed in paragraph 14 (g), Applicant shall be deemed to have fully discharged all of its responsibilities with respect to the Public Facilities required by Condition 14 for the Briar Chapel development.

#### **Stipulations Related to Landscape Elements**

15. Landscaping/Screening. All required screening and buffers shall be in place prior to issuance of a certificate of occupancy or next optimal planting season after issuance of a certificate of occupancy. Existing vegetation may be used to fully or partially fulfill the landscaping and buffer requirements of the County. The extent to which the same can be used shall be determined by the Planning Department prior to issuance of the certificate of zoning compliance.

(a) A six-foot opaque fence has been erected along the east side of AKPAR parcel number 77798 (formerly referred to as the "Tripp property"), consistent with NCDOT regulations. Further, the fence has been landscaped on the side facing AKPAR parcel number 77798 to the extent allowed by the owner and landscaped with 6-8 foot tall trees on the east side of the fence. Applicant has satisfied all obligations with respect to AKPAR parcel number 77798.

(b) Applicant has satisfied the obligation to construct a pedestrian bridge and trail over Pokeberry Creek to connect Briar Chapel to Polks Landing Subdivision.

### **Miscellaneous Stipulations**

16. Archaeological Survey. All archeological survey requirements set forth in the original Conditional Use Permit have been satisfied.

17. Solid Waste Management. Solid residential waste is managed and shall continue to be managed by residential curbside recycling and solid waste pick-up. With regard to construction debris and non-residential solid waste removal, Applicant shall continue to contract with builders and contractors to dispose of the same appropriately.

18. Detailed Site Plan. The revised Master Plan attached hereto as Exhibit A (including the anticipated uses grid) and incorporated herein by reference is hereby approved as the applicable sketch plan and revised master plan for Briar Chapel (the "Revised Master Plan 2017") in substitution for and replacement of the Second Revised Master Plan approved on November 17, 2014. Briar Chapel is unique within Chatham County because it is the only compact community approved under the Chatham County Compact Communities Ordinance. The Revised Master Plan 2017 has less detail than the original Master Plan (approved in 2005) as to specific roadway locations and lot depictions than the original Master Plan. Due to topography, physical conditions, environmental concerns and market changes, over the course of development of Briar Chapel since February 2005 (original approval date), each phase that has been approved has been designed differently (to varying degrees) than it appeared in the original Master Plan. As a condition of approval of the proposed Revised Master Plan 2017, Applicant agrees to meet with the Planning Department and the County Technical Review Committee (TRC) prior to applying for or receiving any permits for submission of preliminary plat. The purpose of this meeting will be to apprise the Planning Department and TRC members as to layout and configuration of roadways and lots to be shown on the proposed preliminary plat. The Applicant shall submit information to the Planning Department for this review at least twenty-one (21) calendar days prior to a TRC meeting. This process is unique to Briar Chapel as a compact community. With regard to each phase, as it is submitted for preliminary plat approval, a detailed site plan, grading plan, utility/lighting plans, storm water management plan with hydraulic calculations, and landscape plan for said phase shall be reviewed by Planning Staff for conformity with the Revised Master Plan 2017 and the terms of this Amended Conditional Use Permit. Applicant must submit to the Planning Staff an updated Revised Master Plan every two years from and after the approval date of this Amendment to reflect completed portions of the Revised Master Plan and projected future portions of the Master Plan. Non-residential subdivision of the project area shall also require the Applicant to comply with the site plan requirements of the County's subdivision regulations, including approval thereof by the Board of Commissioners. Such subdivision review may allow modification of the Revised Master Plan 2017 approved hereunder so long as not substantially inconsistent with this Amended permit.



19. Stages. If desired, the applicant may construct the project in stages or phases. Each such stage shall be subject to approval by the County pursuant to its subdivision regulations. No final plat of a stage or phase of the development shall be approved if there is any uncorrected violation of any provision of this permit. Upon subdivision review of each phase, the applicable Recreation and Open Space, Community Facilities, Community Design, including housing, standards of the Compact Community Ordinance provisions shall be satisfied. Such subdivision review may allow mutually agreeable modification of the standards referred to therein so long as not substantially inconsistent therewith.

20. Moderate Income Housing. The original CUP approval for Briar Chapel split the 5% Moderate Income Housing obligation into two parts: (a) 2.5% payment in lieu over time and (b) 2.5% satisfied in the form of 60 lots to be contributed over the course of the development. With regard to the original payment in lieu cash obligation for the originally approved 2,389 units, Applicant and County agreed that Applicant would contribute \$1,100,000.00 to the County for the purpose of ameliorating the housing needs of Chatham County citizens. Said contribution has been and shall be payable to Chatham County on a prorated basis (\$460.44/unit) upon final subdivision plat approval of each phase of the development, or, in the case of multi-family dwellings, upon issuance of a building permit for each structure containing multi-family dwellings. Such contribution represents the approximate value of 2.5% of the 2,389 approved lots in said overall development or phase thereof as applicable. In 2012, the prior obligation to contribute 60 of the approved 2,389 lots was substituted by the County for a \$900,000 lump sum payment in lieu pursuant to an approved Payment-in-Lieu Contract between the County and Applicant, dated November 16, 2012, as amended. That portion of the obligation has been fully satisfied by Applicant. As part of this 2017 CUP Amendment, in order to address any developed residential units in excess of 2,389, Applicant has agreed to pay a fee in lieu of \$920.88 per each residential unit, whether single family or multi-family, developed in excess of 2,389. For single family units, this fee will be paid at the time of final plat recordation. For multi-family units, this fee will be paid at the time of building permit issuance and will be calculated based on the number of multi-family units contained in each permitted building.

21. Environment. The lots on Bennett Mountain shall be relocated to lessen the impact of the development on the primary and secondary environmental areas as described in the Natural Areas Inventory. The Bennett Mountain areas will be one of the last areas for line installation and spray irrigation. If future regulatory changes, and/or approved system flow reductions, will ultimately result in this area not be needed for irrigation, lines will not be installed in this area unless otherwise required by the State. Before any lines are installed in the Bennett Mountain area, Newland will seek further flow reduction approval or other necessary state permission under the then existing applicable regulations so as not to be required to install irrigation lines in this area in order to comply with permit requirements and the then existing applicable regulations.

22. Erosion Control. If applicable, an erosion and sedimentation control plan shall be approved by the County, North Carolina Department of Environmental Health and Natural Resources or other authorized governmental entity and submitted to the Planning Department prior to the issuance of a Zoning Determination Permit.

23. Silt Control. The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.

24. Fees. Applicant shall pay to the County all required fees and charges attributable to the development of its project in a timely manner, including, but not limited to, utility, subdivision, zoning, building inspection, recreation and impact fees established from time to time. In addition to any fees or charges otherwise required by the County, the applicant shall pay or cause to be paid to the County as a voluntary contribution the sum of \$2,000.00 per dwelling unit upon the sale of each lot or unit.

25. Continued Validity. The continued validity and effectiveness of this approval was expressly conditioned upon the continued compliance with the plans and conditions listed above.

26. Non-Severability. If any of the above conditions is held to be invalid, this approval in its entirety shall be void.

27. Non-Waiver. Nothing contained herein shall be deemed to waive any discretion on the part of the County as to further development of the applicant's property and this permit shall not give the applicant any vested right to develop its property in any other manner than as set forth herein.

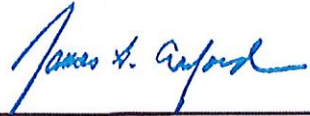
28. Inconsistencies. To the extent any condition set forth in this Amended Conditional Use Permit (or attached hereto) specifically conflicts with and provides more detail and clarity than a similar provision of the original Conditional Use Permit, including, without limitation, all information incorporated into the original Conditional Use permit as part of the original application and public record, the language of the condition of this Amended Conditional Use Permit shall supersede, it being one of the purposes of this Amended Conditional Use Permit to clarify ambiguity, if any, in the original Conditional Use Permit.

29. Applicable Zoning Ordinance. Unless otherwise specifically stated within this Amended Conditional Use Permit, the Chatham County Zoning Ordinance applicable to Briar Chapel is the Chatham County Zoning Ordinance in effect on February 15, 2005 (original approval date).

30. Compact Communities Ordinance ("CCO") Responses. Applicant reaffirms its Ordinance Compliance Responses except that Applicant amends its Responses to any provision of the CCO that has been modified from the date of the original CUP approval through the date of this approval, such that said Responses are superseded and replaced with the following response: "Applicant has or shall comply with this amended CCO provision."

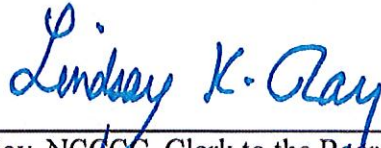
BE IT FURTHER RESOLVED that the Board of Commissioners of the County of Chatham hereby approves the application for a conditional use permit in accordance with the plans and conditions listed above.

Adopted this, the 18 day of September 2017



James G. Crawford, Chairman  
Chatham County Board of Commissioners

ATTEST:



Lindsay K. Ray, NCCC, Clerk to the Board  
Chatham County Board of Commissioners







# Chatham County, NC

## Text File

File Number: 19-3353

**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Agenda Ready

**In Control:** Planning

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request by the Planning Department to schedule a legislative public hearing for January 21, 2020 to consider County-initiated rezoning of 30 parcels in Gulf Township from R5- Residential to R1- Residential.

### **Action Requested:**

Vote on a request by the Planning Department to schedule a legislative public hearing for January 21, 2020 to consider County-initiated rezoning of 30 parcels in Gulf Township from R5- Residential to R1- Residential.

### **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. R-1 Residential is the most common zoning classification throughout the county and is primarily intended for low to moderate density residential development within residential and agricultural areas. R-5 Residential distinctions are reserved for areas along the county's rivers and streams primarily for very low density development which is compatible with protecting the water quality of the county's rivers and streams. The R-5 Residential zoning distinction requires a minimum lot area of five acres. Upon further inspection of the County Zoning Map last amended on September 16th 2019, it appears there is a small section of the map that is zoned R-5, when it is staff opinion should be R-1.

### **Discussion & Analysis:**

Planning staff have received some questions regarding a parcel in the Gulf Township that is zoned R-5. The owner of the parcel wishes to subdivide the property, which consists of 3.41 acres. Because the property is zoned R-5, subdividing into a smaller parcel would not meet the standard of the five acre minimum lot size. This type of issue is common in areas of the county zoned R-5 or R-2, and typically there would be no way around this regulation. However, based on further inspection of the zoning map, watershed maps, USGS Topography, and NCRS Soil Maps, it appears that the R-5 Zoning distinction may have been an error occurring during the 2016 mass zoning of the unzoned areas of the county.

There are thirty (30) parcels in the affected area, with many being split zoned between R-1 and R-5 Residential Zoning. Rezoning the parcels to R-1 will remove the current split

zoning. It is the request of planning staff that all the affected parcels be rezoned to R-1 Residential.

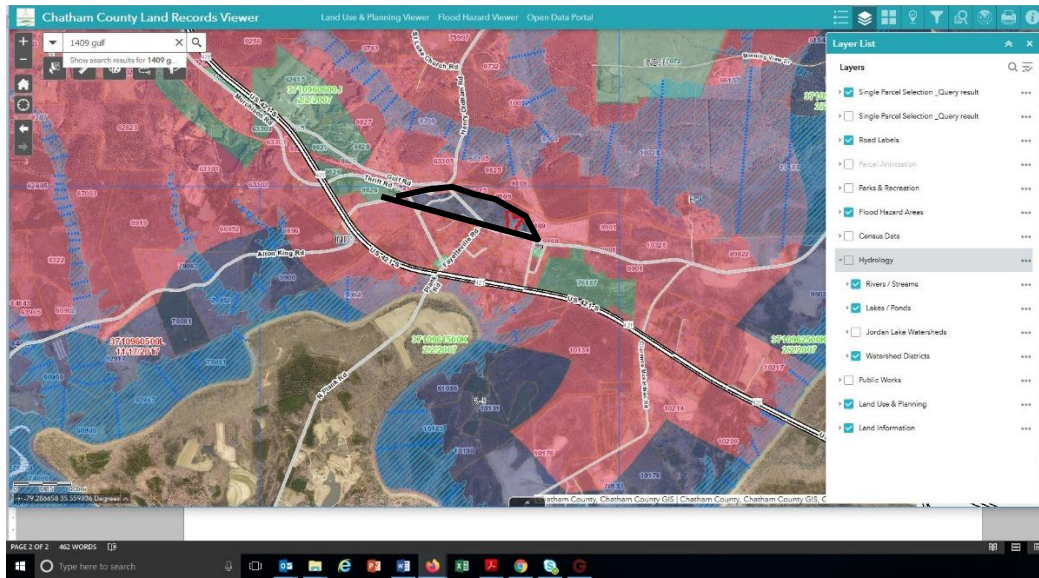
**How does this relate to the Comprehensive Plan:** Goal 3: Promote a compact growth pattern by developing in and near existing towns, communities, and in designated, well planned, walkable, mixed use centers.

Goal 1: Preserve the rural character and lifestyle of Chatham County.

**Recommendation:**

It is the recommendation of planning staff to schedule a legislative public hearing for January 20th 2020 to consider County-initiated rezonings of the properties described in the attachment.







Parcel ID	Acres	Owner Name	Owner Name #2	Mailing Address	Physical Address	Requested Zoning District
9806	14.79	CMEC LLC		2205 Southern Rd. Sandord, NC 27330	Alton King Rd	R-1 Residential
9860	1.14	James Hodgeman II	Marilyn Hodgeman	PO BOX 62. Gulf, NC 27256-0062	175 Beal Rd.	R-1 Residential
9832	3.31	Tommy and Nellie Tillman	C/O Richard P. Tillman	PO BOX 126. Gulf, NC 27526	131 Alton King Rd.	R-1 Residential
9864	0.48	Davis Edelruad Ingeborg		PO BOX 21. Gulf, NC 27526	115 B. Beal Rd	R-1 Residential
9858	5.28	David S. Bargmann		PO BOX 8. Gulf, NC 27526	77 B. Beal Rd	R-1 Residential
9845	3.7	James Micheal Smith		PO BOX 13. Gulf, NC 27526	1065 Gulf Rd	R-1 Residential
9823	0.14	Mary H. Hodges		540 N. Inwood Dr. Huntington, WV 25701	Beal Rd	R-1 Residential
9855	1.75	Adam Vincent Pickett		PO BOX 64. Gulf, NC 27526	104 Paw Paw Ln	R-1 Residential
9856	2.02	David and Elizabeth Puckett		PO BOX 2821. Sanford, NC 27331	Gulf Rd	R-1 Residential
75565	1.83	Charles T. Hart Jr.		PO BOX 48. Gulf, Nc 27526	195 Paw Paw Rd.	R-1 Residential
88624	0.37	Charles and Sarah Hart		PO BOX 48. Gulf, NC 27526	Paw Paw Rd.	R-1 Residential
9852	2.58	Charles and Sarah Hart		PO BOX 48. Gulf, NC 27526	95 Paw Paw Rd.	R-1 Residential
9898	0.5	Betty Lou Hart Atkins		PO BOX 55. Gulf, NC 27526	Paw Paw Rd.	R-1 Residential
9693	0.4	Melissa Mary Dell	Emily Anne Smith	444 3rd Ave. Jasper, IN 47546	321 Fayetteville Rd.	R-1 Residential
9869	49.44	Southern Wood Piedmont		1301 Riverplace BLVD Suite 2300. Jacksonville, FL 32207	R Jordan Rd.	R-1 Residential
9909	0.88	Old Paths Baptist Church Inc.		1433 Gulf Rd. Sanford, NC 27330	1433 Gulf Rd.	R-1 Residential
9910	3.41	Donald and Karyn Bollinger		PO BOX 131. Gulf, NC 27526	1409 Golf Rd.	R-1 Residential
9880	6.2	Herbert Russell Palmer Jr. Trust	Kathryn Schronce Palmer Trust	PO BOX 206. Gulf, NC 27526	1363 Gulf Rd.	R-1 Residential
62553	1.2	Gulf Presbyterian Church Inc.		PO BOX 60. Gulf, NC 27526	1253 Gulf Rd.	R-1 Residential
9881	3	Herbert Russell Palmer Jr. Trust	Kathryn Schronce Palmer Trust	PO BOX 206. Gulf, NC 27526	1325 Gulf Rd.	R-1 Residential
68658	2.02	Macedonia AME Zion Church		1225 Gulf Rd. Gulf, NC 27526	Gulf Rd.	R-1 Residential
9835	1.84	Lisa Dawn and William Funston		PO BOX 14. Gulf, NC 27526	1185 Gulf Rd.	R-1 Residential
85640	2.6	Macedonia AME Zion Church		1225 Gulf Rd. Gulf, NC 27526	Gulf Rd.	R-1 Residential
9876	0.98	Phillip and William Hart		PO BOX 108. Gulf, NC 27526	1125 Gulf Rd.	R-1 Residential
85379	0.19	Phillip and William Hart		PO BOX 108. Gulf, NC 27526	Gulf Rd.	R-1 Residential
85380	0.22	Unknown Owner	C/O James D. Baker	PO BOX 102. Gulf, NC 27526	Gulf Rd.	R-1 Residential
77716	0.12	AJ Little and DE Murchison	C/O Chatham CO TAX OFFICE	PO BOX 908. Pittsboro, NC 27312	Gulf Rd.	R-1 Residential
9825	26.35	Boren Clay Products	C/O Marvin Poer and Company	PO BOX 52427. Atlanta, GA 30355	Gulf Rd.	R-1 Residential
60971	0.28	Herbert Russell Palmer Jr. Trust	Kathryn Schronce Palmer Trust	PO BOX 206. Gulf, NC 27526	Gulf Rd.	R-1 Residential
68657	2.12	Macedonia AME Zion Church		1225 Gulf Rd. Gulf, NC 27526	1225 Gulf Rd.	R-1 Residential



# Chatham County, NC

## Text File

File Number: 19-3337

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**Agenda Date:** 12/16/2019

**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 12/02/19  
 TIME 10:09:00  
 USER CHAMY  
 SKIP NEGATIVE ABATEMENTS  
 TAX

BOARD REVIEW OF CORRECTED RECEIPTS REPORT  
 CHATHAM CO TAX DEPARTMENT  
 DEPOSIT DATES 11/01/2019 THROUGH 11/30/2019  
 OMIT ABATE CODES ERROR BOER CHGOF PTC

YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2009	SLOAN BOBBY RAY JR	11/01/2019	1484839	104		6.55				BOAT WAS JUNKED	NOBOC
2009	SLOAN BOBBY RAY JR	11/01/2019	1484840	104		3.67				DID NOT OWN BOAT	NOBOC
** YEAR TOTALS **						10.22					
2010	SLOAN BOBBY RAY JR	11/01/2019	1610416	104		6.18				BOAT JUNKED	NOBOC
2010	SLOAN BOBBY RAY JR	11/01/2019	1610417	104		3.48				DID NOT OWN BOAT	NOBOC
** YEAR TOTALS **						9.66					
2011	SLOAN BOBBY RAY JR	11/01/2019	1805130	104		5.57				BOAT JUNKED	NOBOC
2011	SLOAN BOBBY RAY JR	11/01/2019	1805131	104		3.48				DID NOT OWN BOAT	NOBOC
** YEAR TOTALS **						9.05					
2012	SLOAN BOBBY RAY JR	11/01/2019	1931202	104		5.02				BOAT JUNKED	NOBOC
2012	SLOAN BOBBY RAY JR	11/01/2019	1931203	104		3.48				DID NOT OWN BOAT	NOBOC
** YEAR TOTALS **						8.50					
2013	SLOAN BOBBY RAY JR	11/01/2019	2069685	104		4.52				BOAT JUNKED	NOBOC
2013	SLOAN BOBBY RAY JR	11/01/2019	2069686	104		3.12				DID NOT OWN BOAT	NOBOC
** YEAR TOTALS **						7.64					
2014	DMC-POLKS VILLAGE LLC	11/12/2019	2549396	107	13383.57					REMOVE EXEMPT	RMEXP
2014	PHILLIPS RAY W	11/12/2019	2156926	103	3.45					REMOVE EXEMP ADD	RMEXP
2014	SLOAN BOBBY RAY JR	11/01/2019	2152932	104		4.09				BOAT JUNKED	NOBOC
2014	SLOAN BOBBY RAY JR	11/01/2019	2152933	104		2.86				DID NOT OWN BOAT	NOBOC
** YEAR TOTALS **						13387.02	6.95				
2015	PHILLIPS RAY W	11/12/2019	2549355	103	1192.99				125.00	REMOVE EXEMPTION	RGVVL
2015	PHILLIPS RAY W	11/21/2019	2549445	103	1115.20				125.00	REMOVE INTEREST	NOBOC
2015	SLOAN BOBBY RAY JR	11/01/2019	2217442	104		3.71				BOAT JUNKED	NOBOC
2015	SLOAN BOBBY RAY JR	11/01/2019	2217443	104		2.54				DID NOT OWN BOAT	NOBOC
** YEAR TOTALS **						2308.19	6.25		250.00		
2016	GSS POLK LLC	11/12/2019	2549398	107	781.37					REMOVE EXEMPT	RMEXP
2016	PHILLIPS RAY W	11/12/2019	2285983	103	154.80					REMOVE EXEMPTION	RMEXP
2016	PHILLIPS RAY W	11/12/2019	2549442	103	224.38				125.00	CORRECT VALUE AN	WVAL
2016	SLOAN BOBBY RAY JR	11/01/2019	2282210	104		3.43				BOAT JUNKED	NOBOC
2016	SLOAN BOBBY RAY JR	11/01/2019	2282211	104		2.39				DID NOT OWN BOAT	NOBOC
2016	W AND P TRUCKING LLC	11/13/2019	2288842	200			500.32			DID NOT OWN JAN	NOBOC
** YEAR TOTALS **						1160.55	5.82	500.32	125.00		
2017	BLAKLEY BRANDON L	11/05/2019	2549343	101	283.80					REMOVE PENALTY F	NOBOC
2017	GSS POLK LLC	11/12/2019	2549399	107	1784.98					REMOVE EXEMPT	RMEXP
2017	PHILLIPS RAY W	11/12/2019	2351123	103	192.08					REMOVE EXEMPTION	RMEXP

DATE 12/02/19  
 TIME 10:09:00  
 USER CHAMY

BOARD REVIEW OF CORRECTED RECEIPTS REPORT  
 CHATHAM CO TAX DEPARTMENT

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DEPOSIT DATES 11/01/2019 THROUGH 11/30/2019  
 OMIT ABATE CODES ERROR BOER CHGOF PTC

YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2017	SLOAN BOBBY RAY JR	11/01/2019	2347477	104		3.95				BOAT JUNKED	NOBOC
2017	SLOAN BOBBY RAY JR	11/01/2019	2347478	104		3.95				DID NOT OWN BOAT	NOBOC
** YEAR TOTALS **					2260.86	7.90					
2018	BLAKLEY BRANDON L	11/05/2019	2549344	101	261.97					REMOVE PENALTY F	NOBOC
2018	DEPIETRO ANTHONY	11/27/2019	2399426	107		155.06				BOAT SOLD 5/17	PPSLD
2018	GSS POLK LLC	11/12/2019	2549400	107	2687.28					REMOVE EXEMPT	RMEXP
2018	PHILLIPS RAY W	11/12/2019	2416613	103	266.94					REMOVE EXEMPTION	RMEXP
2018	SLOAN BOBBY RAY JR	11/01/2019	2413125	104		3.95				BOAT JUNKED	NOBOC
2018	SLOAN BOBBY RAY JR	11/01/2019	2413126	104		3.95				DID NOT OWN BOAT	NOBOC
** YEAR TOTALS **					3216.19	162.96					
2019	PROFESSIONAL VEHICLE SALES	11/25/2019	2549542	107		3.58				TO CORRECT VALUE	WVAL
2019	PROFESSIONAL VEHICLE SALES	11/25/2019	2549541	107		3.09				TO CORRECT VALUE	WVAL
2019	PROFESSIONAL VEHICLE SALES	11/25/2019	2549539	107		2.67				TO CORRECT VALUE	WVAL
2019	PROFESSIONAL VEHICLE SALES	11/25/2019	2549538	107		1.50				UPDATE LATE LIST	NOLL
2019	PROFESSIONAL VEHICLE SALES	11/25/2019	2549540	107		1.70				TO CORRECT VALUE	WVAL
2019	AIR METHODS CORPORATION	11/26/2019	2514922	202		6641.35				VALUE DID NOT DE	WVAL
2019	ALLEN TROY LEONARD	11/18/2019	2485767	101					125.00	REMOVAL OF SWFEE	SWFEE
2019	ALLEN TROY LEONARD	11/18/2019	2485768	101					125.00	REMOVAL OF SWFEE	SWFEE
2019	BLAKLEY BRANDON L	11/05/2019	2549345	101	264.18					REMOVE PENALTY F	NOBOC
2019	DEPIETRO ANTHONY	11/27/2019	2526907	107		148.49				BOAT SOLD 5/17	PPSLD
2019	DILDAY JOHN S	11/07/2019	2487635	108		5.30				NO LONGER OWNS	NOBOC
2019	EDMONDS CHRYSAL DIANE	11/08/2019	2514578	107		3.89				SOLD IN 2013	PPSLD
2019	EVANS WILLIAM LEE	11/13/2019	2549451	105		308.53				BOAT LOCATED IN	OCNTY
2019	GRANTHAM GENTRY B	11/07/2019	2524021	105	371.63					CORRECT LISTING	RPVAL
2019	GRIFFIN WILLIAM CODY	11/12/2019	2529262	107		17.81				BOAT SOLD 2018	PPSLD
2019	GSS POLK LLC	11/12/2019	2549401	107	3819.86					REMOVE EXEMPT	RMEXP
2019	KAY DAVID WAYNE	11/18/2019	2549373	201		6.07				DOD 12/20/17	NOBOC
2019	LEV SHNAIDMAN	11/05/2019	2514852	203		25.50				SOLD SEPT 2018	PPSLD
2019	NORRIS BOBBY GLEN	11/13/2019	2549378	201		6.07				BOAT SOLD & MOVE	PPSLD
2019	PALMER ROBERT S	11/05/2019	2539149	101	355.50					ADD DV EXEMPTION	EXEMP
2019	PARKER DONNIE RAY	11/13/2019	2549381	201		57.53				INCORRECT VALUE	WVAL
2019	PARKER DONNIE RAY	11/13/2019	2549475	201		38.35				LOCATED IN BEAUF	OCNTY
2019	PARKER DONNIE RAY	11/13/2019	2549476	201		38.35				LOCATED IN BEAUF	OCNTY
2019	PARKER ERNEST TRACY	11/06/2019	2532377	106	356.62					ADD DV EXEMPTION	EXEMP
2019	PGA CONSTRUCTION INC	11/05/2019	2525835	107		153.47				TRAILERS DBL LIS	DBLST
2019	RAGLAND ADDIE MAE CROSS HEIRS	11/01/2019	2511381	105		13.58				M/H REASSESSED	WVAL
2019	REIVES BERNICE	11/14/2019	2539703	202	238.14					SCE ERRONEOUSLY	NOSCE
2019	REIVES BERNICE	11/14/2019	2549496	202					125.00	REMOVE SW FEE	SWFEE
2019	SHARPE SYLVIA JEAN	11/08/2019	2536579	103	362.31					REMOVE EXEMPT	RMEXP
2019	SLOAN BOBBY RAY JR	11/01/2019	2544048	104		4.18				BOAT JUNKED	NOBOC
2019	SLOAN BOBBY RAY JR	11/01/2019	2544049	104		4.18				DID NOT OWN BOAT	NOBOC
2019	SQUIRES WILLIAM GEORGE	11/06/2019	2546770	106	356.63					ADD DV EXEMPTION	EXEMP
2019	TINGEN MICHAEL HERMAN	11/19/2019	2549473	107		76.16				PAID WAKE FOR 20	NOBOC
2019	WEINER TIMOTHY	11/07/2019	2497408	103	2612.60				125.00	BARN REMOVED	RPVAL
2019	WELLS FARGO FINANCIAL	11/20/2019	2498435	101		268.18				ASSET IS IN RAND	OCNTY
2019	WILLIAMS CYNTHIA	11/06/2019	2541230	101	383.87					ADD SCE CODE	EXEMP
2019	WOMBLE SANDRA	11/05/2019	2522784	201	776.13					ADD SCE	EXEMP

DATE 12/02/19  
TIME 10:09:00  
USER CHAMY

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SKIP NEGATIVE ABATEMENTS  
TAX

OMIT ABATE CODES ERROR BOER CHGOF PTC  
DEPOSIT

YEAR TAXPAYER NAME DATE RECEIPT DIST REAL PERSONAL M VEH MV FEE S WASTE REASON ABTCD

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\*\* YEAR TOTALS \*\* 9897.47 7829.53 500.00

2020 ALBRIGHT TRUCKING INC 11/19/2019 2549509 110 127.05 TO CORRECT TAX L NOBOC

\*\* YEAR TOTALS \*\* 127.05

\*\*\* FINAL TOTALS \*\*\* 32230.28 8191.53 500.32 875.00

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



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
BALOG, TARUS PAUL	BALOG, TARUS PAUL	BALOG, ANDREA LEE	115 S FAWN FOREST LN		PITTSBORO, NC 27312	Proration	0014480942	VSR6221	AUTHORIZED	116176232	Refund Generated due to proration on Bill #0014480942-2018-0000-00
BALOG, TARUS PAUL	BALOG, TARUS PAUL		115 S FAWN FOREST LN		PITTSBORO, NC 27312	Proration	0046645618	FLY7094	AUTHORIZED	116176234	Refund Generated due to proration on Bill #0046645618-2018-0000-00
BIN-HEADEN, AKHNYAH	BIN-HEADEN, AKHNYAH		398 BOWDEN RD		SILER CITY, NC 27344	Adjustment < \$100	0032973882	DKK1480	AUTHORIZED	116811112	Refund Generated due to adjustment on Bill #0032973882-2019-0000-00
BOECKLER, JUSTIN CASE	BOECKLER, JUSTIN CASE		34 GOLFERS RIDGE CT		CHAPEL HILL, NC 27517	Proration	0049799350	HCY6652	AUTHORIZED	115996850	Refund Generated due to proration on Bill #0049799350-2019-0000-00
BROWNSTEIN, MAX POLLOCK	BROWNSTEIN, MAX POLLOCK	BROWNSTEIN, SUSAN STARER	748 ELDRIDGE LOOP		CARY, NC 27519	Proration	0046507598	FFW6244	AUTHORIZED	174176568	Refund Generated due to proration on Bill #0046507598-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	11/15/2019	11/15/2019 10:33:36 AM
ie	Vehicle Sold	11/15/2019	11/15/2019 10:34:31 AM
ie	Over Assessment	11/27/2019	11/27/2019 8:23:14 AM
ie	Vehicle Sold	11/12/2019	11/26/2019 4:44:39 PM
ie	Vehicle Sold	11/14/2019	11/26/2019 4:44:39 PM





North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$6.94)	\$0.00	(\$6.94)
07	Tax	(\$1.14)	\$0.00	(\$1.14)
			Refund	\$8.08
00	Tax	(\$83.59)	\$0.00	(\$83.59)
07	Tax	(\$13.71)	\$0.00	(\$13.71)
			Refund	\$97.30
00	Tax	(\$23.91)	\$0.00	(\$23.91)
09	Tax	(\$2.80)	\$0.00	(\$2.80)
			Refund	\$26.71
00	Tax	(\$156.89)	\$0.00	(\$156.89)
07	Tax	(\$25.29)	\$0.00	(\$25.29)
			Refund	\$182.18
00	Tax	(\$71.45)	\$0.00	(\$71.45)
23	Tax	(\$39.81)	\$0.00	(\$39.81)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$111.26

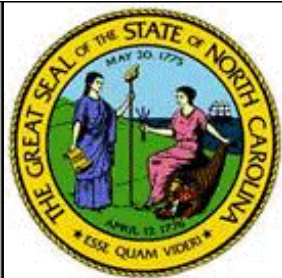


North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
BURCHETT REYNOLDS, LISA MARIE	BURCHETT REYNOLDS, LISA MARIE	REYNOLDS, BLAKE JAMES	58 BUTTONWOOD CT		PITTSBORO, NC 27312	Proration	0045784585	FAC4478	AUTHORIZED	116274094	Refund Generated due to proration on Bill #0045784585-2018-0000-00
CAROLINA COURIERS INC	CAROLINA COURIERS INC		4706 AVENT CT		RALEIGH, NC 27606	Adjustment < \$100	0050363535	EV7472	AUTHORIZED	173762139	Refund Generated due to adjustment on Bill #0050363535-2019-0000
CAROLINA TRANSPORT SERVICES LLC	CAROLINA TRANSPORT SERVICES LLC		566 NEODAK RD		APEX, NC 27523	Proration	0023635613	ZB41067	AUTHORIZED	116635944	Refund Generated due to proration on Bill #0023635613-2018-0000-00
DURHAM, MYRA ELIZABETH	DURHAM, MYRA ELIZABETH		1169 JOE WOMBLE RD		MONCURE, NC 27559	Proration	0029443439	SVY6607	AUTHORIZED	116719988	Refund Generated due to proration on Bill #0029443439-2018-0000-00
GEISER SERVICES INC	GEISER SERVICES INC		382 OLDE OAKS LN		PITTSBORO, NC 27312	Proration	0034968688	ED5570	AUTHORIZED	116531548	Refund Generated due to proration on Bill #0034968688-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/18/2019	11/18/2019 3:35:15 PM
ie	Situs error	11/07/2019	11/7/2019 4:25:12 PM
ie	Vehicle Sold	11/25/2019	11/25/2019 11:20:11 AM
ie	Vehicle Totalled	11/26/2019	11/26/2019 3:33:07 PM
ie	Tag Surrender	11/22/2019	11/22/2019 11:49:01 AM

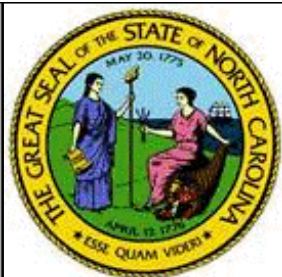


North Carolina Ver

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$39.29)	\$0.00	(\$39.29)
21	Tax	(\$27.10)	\$0.00	(\$27.10)
			Refund	\$66.39
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$35.88)	\$0.00	(\$35.88)
07	Tax	\$8.94	\$0.00	\$8.94
			Refund	\$26.94
00	Tax	(\$26.48)	\$0.00	(\$26.48)
07	Tax	(\$4.34)	\$0.00	(\$4.34)
			Refund	\$30.82
00	Tax	(\$14.13)	(\$0.70)	(\$14.83)
05	Tax	(\$2.81)	(\$0.14)	(\$2.95)
			Refund	\$17.78
00	Tax	(\$52.10)	\$0.00	(\$52.10)
07	Tax	(\$8.55)	\$0.00	(\$8.55)
			Refund	\$60.65



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
GEISER, MARION SCHULLO	GEISER, MARION SCHULLO	GEISER, DENNIS GREGORY	382 OLDE OAKS LN		PITTSBORO, NC 27312	Proration	0022685534	TTP1627	AUTHORIZED	116531552	Refund Generated due to proration on Bill #0022685534-2018-0000-00
GUEST, CHRIS WARREN	GUEST, CHRIS WARREN		14 PULASKI TRL		CHAPEL HILL, NC 27516	Proration	0048259165	HD1587F	AUTHORIZED	115540310	Refund Generated due to proration on Bill #0048259165-2018-0000-00
GURLEY, MARSHALL LYLE JR	GURLEY, MARSHALL LYLE JR		2462 EDWARDS HILL CHURCH	ROAD	SILER CITY, NC 27344	Proration	0047472009	HBA4214	AUTHORIZED	115896858	Refund Generated due to proration on Bill #0047472009-2018-0000-00
HODGES, QUENTIN MALLOY	HODGES, QUENTIN MALLOY		397 MARKHAM PLANTATION		APEX, NC 27523	Proration	0038280205	ACD8241	AUTHORIZED	115650876	Refund Generated due to proration on Bill #0038280205-2018-0000-00
HUANG, SHAOXING	HUANG, SHAOXING	SU, XIUJUAN	106 HAWK NEST TRL		PITTSBORO, NC 27312	Proration	0008841828	BJE1730	AUTHORIZED	115896774	Refund Generated due to proration on Bill #0008841828-2018-0000-00

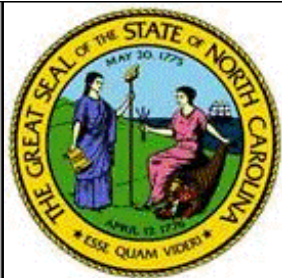


North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	11/22/2019	11/22/2019 11:53:41 AM
ie	Vehicle Sold	11/01/2019	11/4/2019 9:48:48 AM
ie	Vehicle Sold	11/08/2019	11/8/2019 3:01:51 PM
ie	Vehicle Sold	11/04/2019	11/6/2019 4:42:33 PM
ie	Vehicle Sold	11/08/2019	11/8/2019 1:39:53 PM



North Carolina Ver

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$15.99)	\$0.00	(\$15.99)
07	Tax	(\$2.62)	\$0.00	(\$2.62)
			Refund	\$18.61
00	Tax	(\$213.78)	\$0.00	(\$213.78)
07	Tax	(\$35.05)	\$0.00	(\$35.05)
			Refund	\$248.83
00	Tax	(\$9.29)	\$0.00	(\$9.29)
03	Tax	(\$1.03)	\$0.00	(\$1.03)
			Refund	\$10.32
00	Tax	(\$95.32)	\$0.00	(\$95.32)
07	Tax	(\$15.63)	\$0.00	(\$15.63)
			Refund	\$110.95
00	Tax	(\$14.54)	\$0.00	(\$14.54)
07	Tax	(\$2.38)	\$0.00	(\$2.38)
			Refund	\$16.92





North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
JOHNSON, PHEBE FULLER	JOHNSON, PHEBE FULLER		3000 GALLOWAY RDG	APT K104	PITTSBORO, NC 27312	Proration	0001315748	ZPA5976	AUTHORIZED	116273896	Refund Generated due to proration on Bill #0001315748-2018-0000-00
KURLANCHE EK, ELENA	KURLANCHE EK, ELENA		10608 GOVERNORS DR		CHAPEL HILL, NC 27517	Proration	0036390871	BMH3985	AUTHORIZED	115540242	Refund Generated due to proration on Bill #0036390871-2018-0000-00
LACEY, ADRIENNE JOY	LACEY, ADRIENNE JOY	LACEY, RICHARD PAUL	182 CHAPEL LAWN AVENUE		CHAPEL HILL, NC 27516	Adjustment < \$100	0045415049	PKS6557	AUTHORIZED	116273874	Refund Generated due to adjustment on Bill #0045415049-2019-0000-00
LEATHERMAN, WILLIAM A	LEATHERMAN, WILLIAM A		896 WHITE HORSE DR		GREENVILLE, NC 27834	Adjustment < \$100	0050698180	TPY1274	AUTHORIZED	174953682	Refund Generated due to adjustment on Bill #0050698180-2019-0000-00
LEONARD, ROBERT GRANT	LEONARD, ROBERT GRANT		161 SAXAPAHAW RUN		CHAPEL HILL, NC 27516	Proration	0023545433	1471SP	AUTHORIZED	116176466	Refund Generated due to proration on Bill #0023545433-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/18/2019	11/18/2019 12:43:26 PM
ie	Vehicle Sold	11/01/2019	11/1/2019 2:39:33 PM
ie	Over Assessment	11/18/2019	11/18/2019 12:30:21 PM
ie	Situs error	11/25/2019	11/25/2019 10:04:51 AM
ie	Vehicle Sold	11/15/2019	11/15/2019 1:12:58 PM



North Carolina Ver

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$2.55)	\$0.00	(\$2.55)
07	Tax	(\$0.42)	\$0.00	(\$0.42)
			Refund	\$2.97
00	Tax	(\$40.83)	\$0.00	(\$40.83)
07	Tax	(\$6.69)	\$0.00	(\$6.69)
			Refund	\$47.52
00	Tax	(\$21.91)	\$0.00	(\$21.91)
07	Tax	(\$3.53)	\$0.00	(\$3.53)
			Refund	\$25.44
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$127.95)	\$0.00	(\$127.95)
07	Tax	\$31.89	\$0.00	\$31.89
			Refund	\$96.06
00	Tax	(\$13.34)	\$0.00	(\$13.34)
07	Tax	(\$2.19)	\$0.00	(\$2.19)
			Refund	\$15.53

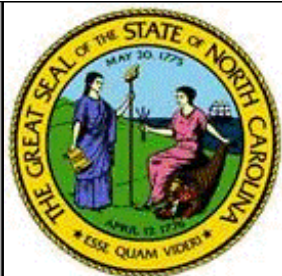


North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
LOWMAN, JIMMY RANDALL	LOWMAN, JIMMY RANDALL		1931 OAKLEY CHURCH RD		BEAR CREEK, NC 27207	Proration	0038066819	YND6231	AUTHORIZED	115896586	Refund Generated due to proration on Bill #0038066819-2018-0000-00
MALECHEK, DAVID ROBERT	MALECHEK, DAVID ROBERT	MALECHEK, KATHI HEATHCOTE	11416 GOVERNORS DR		CHAPEL HILL, NC 27517	Proration	0045459090	FKB4456	AUTHORIZED	116117798	Refund Generated due to proration on Bill #0045459090-2018-0000-00
MARINO, ROBERT	MARINO, ROBERT		1419 ABBOTSFORD WAY		CARY, NC 27519	Proration	0044623519	FAJ9685	AUTHORIZED	175080057	Refund Generated due to proration on Bill #0044623519-2018-0000-00
MCCAULEY, SCOTT EDWARD	MCCAULEY, SCOTT EDWARD		1010 SHADY NOOK CT		CHAPEL HILL, NC 27517	Proration	0047940376	CK50834	AUTHORIZED	116176022	Refund Generated due to proration on Bill #0047940376-2018-0000-00
MCGINNIS, EDWARD DEANE	MCGINNIS, EDWARD DEANE		205 RIVER BLUFF DR		PITTSBORO, NC 27312	Proration	0001321620	BUTE0	AUTHORIZED	115650916	Refund Generated due to proration on Bill #0001321620-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/08/2019	11/8/2019 11:00:51 AM
ie	Vehicle Sold	11/14/2019	11/14/2019 10:02:40 AM
ie	Vehicle Totalled	11/26/2019	11/26/2019 4:03:33 PM
ie	Vehicle Sold	11/15/2019	11/15/2019 8:17:37 AM
ie	Vehicle Sold	11/04/2019	11/4/2019 1:47:25 PM



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$8.62)	\$0.00	(\$8.62)
01	Tax	(\$1.24)	\$0.00	(\$1.24)
			Refund	\$9.86
00	Tax	(\$65.43)	\$0.00	(\$65.43)
07	Tax	(\$10.73)	\$0.00	(\$10.73)
			Refund	\$76.16
00	Tax	(\$9.18)	\$0.00	(\$9.18)
23	Tax	(\$5.12)	\$0.00	(\$5.12)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$14.30
00	Tax	(\$3.81)	\$0.00	(\$3.81)
21	Tax	(\$2.63)	\$0.00	(\$2.63)
			Refund	\$6.44
00	Tax	(\$2.09)	\$0.00	(\$2.09)
06	Tax	(\$0.41)	\$0.00	(\$0.41)
			Refund	\$2.50



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
MILLER, JOHN MICHAEL	MILLER, JOHN MICHAEL	MILLER, CATHERINE JULIA	137 HUDSON HILLS RD		PITTSBORO, NC 27312	Proration	0014489222	TTT7664	AUTHORIZED	116176134	Refund Generated due to proration on Bill #0014489222-2018-0000-00
NOONAN, JOHN JOSEPH	NOONAN, JOHN JOSEPH		119 COLVARD PARK DR		DURHAM, NC 27713	Proration	0018818662	YYJ3691	AUTHORIZED	115840976	Refund Generated due to proration on Bill #0018818662-2018-0000-00
PARSA, AVINASH	PARSA, AVINASH		603 FINNBAR DR		CARY, NC 27519	Proration	0046541598	PAR5A	AUTHORIZED	173682312	Refund Generated due to proration on Bill #0046541598-2018-0000-00
PITKIN, DAVID HARRY	PITKIN, DAVID HARRY		143 AUBURN LN		PITTSBORO, NC 27312	Proration	0047641498	FFV1842	AUTHORIZED	115996926	Refund Generated due to proration on Bill #0047641498-2018-0000-00
RAMSLAND, ARNOLD CHRISTIAN	RAMSLAND, ARNOLD CHRISTIAN		97533 FRANKLIN RDG		CHAPEL HILL, NC 27517	Proration	0022814653	DAA2984	AUTHORIZED	116338794	Refund Generated due to proration on Bill #0022814653-2019-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/15/2019	11/15/2019 9:17:03 AM
ie	Vehicle Sold	11/07/2019	11/7/2019 10:37:58 AM
ie	Vehicle Sold	11/06/2019	11/26/2019 4:44:39 PM
ie	Vehicle Sold	11/12/2019	11/12/2019 11:38:25 AM
ie	Vehicle Totalled	11/19/2019	11/19/2019 4:30:32 PM





North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$7.88)	\$0.00	(\$7.88)
07	Tax	(\$1.29)	\$0.00	(\$1.29)
			Refund	\$9.17
00	Tax	(\$14.89)	\$0.00	(\$14.89)
12	Tax	(\$2.37)	\$0.00	(\$2.37)
			Refund	\$17.26
00	Tax	(\$114.68)	\$0.00	(\$114.68)
23	Tax	(\$63.90)	\$0.00	(\$63.90)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$178.58
00	Tax	(\$15.33)	\$0.00	(\$15.33)
07	Tax	(\$2.52)	\$0.00	(\$2.52)
			Refund	\$17.85
00	Tax	(\$32.55)	\$0.00	(\$32.55)
07	Tax	(\$5.24)	\$0.00	(\$5.24)
			Refund	\$37.79



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
RIDER, SCOTT MONTGOMERY	RIDER, SCOTT MONTGOMERY		101 SAGEBRUSH RD		CHAPEL HILL, NC 27516	Proration	0049897133	PMZ5613	AUTHORIZED	115896270	Refund Generated due to proration on Bill #0049897133-2019-0000-00
RYDER, SHELLY ANN	RYDER, SHELLY ANN		141 WEAVER TRL		NEW HILL, NC 27562	Proration	0018802639	VZP1792	AUTHORIZED	115996648	Refund Generated due to proration on Bill #0018802639-2018-0000-00
SHOR, NINA	SHOR, NINA		523 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0037616016	BDT4677	AUTHORIZED	116118234	Refund Generated due to proration on Bill #0037616016-2018-0000-00
SPELLING, MARIANNE PALSGAARD	SPELLING, MARIANNE PALSGAARD		9910 GRETTLER CT		RALEIGH, NC 27617	Proration	0048094498	ELH1443	AUTHORIZED	115841058	Refund Generated due to proration on Bill #0048094498-2018-0000-00
STANLEY, CHARLES WILBURN	STANLEY, CHARLES WILBURN		100 PAINTED TURTLE LN		CARY, NC 27519	Proration	0034156524	MZK4665	AUTHORIZED	173475990	Refund Generated due to proration on Bill #0034156524-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/08/2019	11/26/2019 4:44:39 PM
ie	Vehicle Sold	11/12/2019	11/12/2019 8:45:03 AM
ie	Vehicle Totalled	11/14/2019	11/14/2019 3:30:50 PM
ie	Vehicle Sold	11/07/2019	11/7/2019 11:47:58 AM
ie	Vehicle Totalled	11/04/2019	11/4/2019 10:16:06 AM



North Carolina Ver

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$338.94)	\$0.00	(\$338.94)
07	Tax	(\$54.63)	\$0.00	(\$54.63)
			Refund	\$393.57
00	Tax	(\$8.15)	\$0.00	(\$8.15)
05	Tax	(\$1.62)	\$0.00	(\$1.62)
			Refund	\$9.77
00	Tax	(\$52.29)	\$0.00	(\$52.29)
07	Tax	(\$8.57)	\$0.00	(\$8.57)
			Refund	\$60.86
00	Tax	(\$57.71)	\$0.00	(\$57.71)
07	Tax	(\$9.46)	\$0.00	(\$9.46)
			Refund	\$67.17
00	Tax	(\$36.20)	\$0.00	(\$36.20)
23	Tax	(\$20.17)	\$0.00	(\$20.17)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$56.37

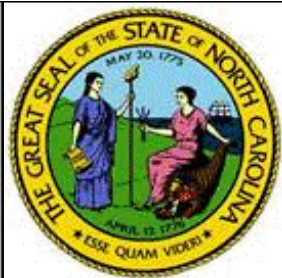


North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
STEIN, HELEN LOIS	STEIN, HELEN LOIS		13360 CAMPANILE CT		VENICE, FL 34293	Proration	0039710538	AFH0UNDS	AUTHORIZED	115724542	Refund Generated due to proration on Bill #0039710538-2018-0000-00
STEIN, ROBERT	STEIN, ROBERT		13360 CAMPANILE CT		VENICE, FL 34293	Proration	0046596430	HD7523F	AUTHORIZED	115724548	Refund Generated due to proration on Bill #0046596430-2018-0000-00
STRICKLAND, JOHN WESLEY	STRICKLAND, JOHN WESLEY		1092 DEWITT SMITH RD		PITTSBORO, NC 27312	Adjustment < \$100	0024025526	DBT4573	AUTHORIZED	116531388	Refund Generated due to adjustment on Bill #0024025526-2019-0000-00
SUN, YINGYING	SUN, YINGYING		2109 ECHO GLEN LN		APEX, NC 27523	Proration	0045907316	PLM2401	AUTHORIZED	116338608	Refund Generated due to proration on Bill #0045907316-2018-0000-00
VANDERMAR K, KRISTOFER JAMES	VANDERMAR K, KRISTOFER JAMES		818 RIVER RD		DEPOSIT, NY 13754	Proration	0047859513	IG02FAST	AUTHORIZED	115540238	Refund Generated due to proration on Bill #0047859513-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

	Refund Reason	Create Date	Authorization Date
ie	Reg . Out of state	11/05/2019	11/5/2019 11:31:12 AM
ie	Reg . Out of state	11/05/2019	11/6/2019 4:42:32 PM
ie	Over Assessment	11/22/2019	11/22/2019 10:07:31 AM
ie	Vehicle Totalled	11/19/2019	11/19/2019 2:19:57 PM
ie	Vehicle Sold	11/01/2019	11/1/2019 2:37:28 PM



North Carolina Ver

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$65.26)	\$0.00	(\$65.26)
07	Tax	(\$10.70)	\$0.00	(\$10.70)
			Refund	\$75.96
00	Tax	(\$90.57)	\$0.00	(\$90.57)
07	Tax	(\$14.85)	\$0.00	(\$14.85)
			Refund	\$105.42
00	Tax	(\$14.53)	\$0.00	(\$14.53)
04	Tax	(\$1.95)	\$0.00	(\$1.95)
			Refund	\$16.48
00	Tax	(\$28.64)	\$0.00	(\$28.64)
21	Tax	(\$19.75)	\$0.00	(\$19.75)
			Refund	\$48.39
00	Tax	(\$33.38)	\$0.00	(\$33.38)
07	Tax	(\$5.47)	\$0.00	(\$5.47)
			Refund	\$38.85



North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
WAYMAN, MARC PHELAN	WAYMAN, MARC PHELAN		640 LANE MILL RD		BENNETT, NC 27208	Proration	0029443407	TTY1797	AUTHORIZED	115840982	Refund Generated due to proration on Bill #0029443407-2018-2018-0000-00
WEIMAR, CHRISTOPHER	WEIMAR, CHRISTOPHER		95127 VANCE KNOLL		CHAPEL HILL, NC 27516	Proration	0018819731	ZNJ4181	AUTHORIZED	115996716	Refund Generated due to proration on Bill #0018819731-2018-2018-0000-00





North Carolina Veh

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

	Refund Reason	Create Date	Authorization Date
ie	Tag Surrender	11/07/2019	11/7/2019 10:41:36 AM
ie	Vehicle Sold	11/12/2019	11/12/2019 8:57:59 AM



North Carolina Ver

**NCVTS Pending**

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$57.89)	\$0.00	(\$57.89)
13	Tax	(\$8.30)	\$0.00	(\$8.30)
			Refund	\$66.19
00	Tax	(\$49.65)	\$0.00	(\$49.65)
07	Tax	(\$8.14)	\$0.00	(\$8.14)
			Refund	\$57.79
			Refund Total	\$2587.99



North Carolina Ver

NCVTS Pending

Report Date 12/2/2019 11:06:35 AM

Tax Jurisdiction	District Type	Net Change
00	COUNTY	(\$2,010.70)
21	CITY	(\$213.31)
23	CITY	(\$129.00)
01	FIRE	(\$1.24)
03	FIRE	(\$1.03)
04	FIRE	(\$1.95)
05	FIRE	(\$4.57)
06	FIRE	(\$0.41)
07	FIRE	(\$212.31)
09	FIRE	(\$2.80)
12	FIRE	(\$2.37)
13	FIRE	(\$8.30)
Total		(\$2,587.99)



North Carolina Ver

**NCVTS Pending**

Report Date 12/2/2019 11:06:35 AM



North Carolina Ver

**NCVTS Pending**

Report Date 12/2/2019 11:06:35 AM

Report Parameters



**Manual Refunds for VTS payments**

<b>Taxpayer Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
IBARRA TERRONES, KARINA	415 S 2ND AVE	SILER CITY	NC	27344

**Refund**

<b>Taxpayer Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
SKYSKIER INC	321 N 2ND AVE	SILER CITY	NC	27344

**Refund**

<b>Taxpayer Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
PAWELKO, WILLIAM WALTER JR	50 LORI LN	SILER CITY	NC	27344

**Refund**

<b>Taxpayer Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
ESTES, GERALD MARTIN	77003 REID	CHAPEL HILL	NC	27517

**Refund**

County Tax Pd	District Tax Paid	Interest paid	Total Paid	Date Paid	Date Tag Expires
103.64	84.15		187.79	7/30/2019	5/31/2020
60.46	49.09	0.00	109.55		

County Tax Pd	District Tax Paid	Interest paid	Total Paid	Date Paid	Date Tag Expires
87.93	71.40		159.33	7/22/2019	7/31/2020
65.95	53.55	0.00	119.50		

County Tax Pd	District Tax Paid	Interest paid	Total Paid	Date Paid	Date Tag Expires
156.46	22.42		178.88	7/29/2019	7/31/2020
104.31	14.95	0.00	119.26		

County Tax Pd	District Tax Paid	Interest paid	Total Paid	Date Paid	Date Tag Expires
209.31	33.74		243.05	10/19/2019	11/30/2020
209.31	33.74	0.00	243.05		



Turn in Date	# months	District #
10/28/2019	7	202

Turn in Date	# months	District #
10/24/2019	9	202

Turn in Date	# months	District #
11/26/2019	8	101

Turn in Date	# months	District #
11/19/2019	12	107



# Chatham County, NC

## Text File

File Number: 19-3338

**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Finance

**File Type:** Ordinance

Vote on a request to adopt the proposed Tax Software Project Ordinance, the Radio System Upgrade Project Ordinance, and the Briar Chapel Park Project Ordinance

Action Requested: Motion to adopt the proposed Tax Software Project Ordinance, the Radio System Upgrade Project Ordinance, and the Briar Chapel Park Project Ordinance

Introduction & Background: Section 13.2 of Chapter 159 of the General Statutes of North Carolina states that a project ordinance shall be adopted by the governing board for all capital projects.

Discussion & Analysis: Attached is a proposed new project ordinance for the Tax Software Project and amended project ordinances for the Radio System Upgrade Project and the Briar Chapel Park Project. All three project ordinances reflect the estimates presented in the FY2021-2027 Approved Capital Improvements Program.

Budgetary Impact: The budget for the Tax Software Project totals \$1,000,000 and will be funded from capital reserve. The Radio System Upgrade Project totals \$18,247,811 and will be funded from a mix of 911 grant funds, capital reserve funds, and debt issuance. The Briar Chapel Park Project totals \$2,125,500 and will be funded from a mix of grant funds and Briar Chapel recreation exaction fees.

Recommendation: Motion to adopt the proposed Tax Software Project Ordinance, the Radio System Upgrade Project Ordinance, and the Briar Chapel Park Project Ordinance

**Project Ordinance Concerning the  
Briar Chapel Park**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance originally adopted on June 6, 2011 is hereby amended:

Section 1. The project authorized consists of improvements to the Briar Chapel Park located at 1014 Andrews Store Road, Pittsboro, NC.

Section 2. The County Manager is hereby directed to proceed with the capital project with the authority to sign all contracts and change orders within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Planning and Design	\$23,950
Construction & Facilities	2,031,197
Equipment	58,228
Other Contracted Services	<u>12,125</u>
Total	\$2,125,500

Section 4. The following revenue is anticipated to be available to complete this project:

Grants, Gifts, Etc	\$149,739
Recreation Exaction Fees-Briar Chapel	<u>1,975,761</u>
Total Revenue	\$2,125,500

Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 6. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the County Manager and Finance Officer for direction in carrying out this project.

ADOPTED, this 16<sup>th</sup> day of December 2019.

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Mike Dasher, Chairman  
Chatham County Board of Commissioners

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Lindsay K. Ray, Clerk to the Board  
Chatham County

**Project Ordinance Concerning the  
Radio System Upgrade**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance originally adopted on December 17, 2018 is hereby amended:

Section 1. The project authorized consists of the replacement of the current emergency radio system infrastructure with a reliable and industry standard P25 radio system.

Section 2. The County Manager is hereby directed to proceed with the capital project with the authority to sign all contracts and change orders within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Design & Administration	\$2,243,811
Construction	6,564,765
Equipment	9,272,568
Other Contracted Services	<u>166,667</u>
Total Expenditures:	\$18,247,811

Section 4. The following revenue is anticipated to be available to complete this project:

Transfer from Capital Reserve Fund	\$351,434
Enhanced 911 Funds	3,428,509
Limited Obligation Bonds	<u>14,467,868</u>
Total Revenues:	\$18,247,811

Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project annually.

Section 6. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the County Manager and Finance Officer for direction in carrying out this project.

ADOPTED, this 16<sup>th</sup> day of December, 2019.

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

ATTEST:

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

## **Project Ordinance Concerning Tax Software**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized consists of the replacement of current software with a system to provide improved functionality for staff and the public.

Section 2. The County Manager is hereby directed to proceed with the capital project with the authority to sign all contracts and change orders within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Software	<u>\$1,000,000</u>
	\$1,000,000

Section 4. The following revenue is anticipated to be available to complete this project:

Capital Reserve	<u>\$1,000,000</u>
Total Revenue	\$1,000,000

Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 6. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the County Manager and Finance Officer for direction in carrying out this project.

ADOPTED, this 16<sup>th</sup> day of December 2019.

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Mike Dasher, Chair  
Chatham County Board of Commissioners

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Lindsay Ray, Clerk to the Board  
Chatham County



# Chatham County, NC

## Text File

File Number: 19-3339

**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Emergency Operations

**File Type:** Agenda Item

Vote on a Request to approve competitive bid exemption for standardization and current "sole source," for Chatham County Emergency Management narcotics secure storage safe, Narc Box manufactured by Thomas EMS, Inc.

Action Requested: Vote on a Request to approve competitive bid exemption for standardization and current "sole source," for Chatham County Emergency Management narcotics secure storage safe, Narc Box manufactured by Thomas EMS, Inc.

Introduction & Background: The North Carolina General Statute 143-129(e)(6) authorizes Local Governments to purchase without bidding when standardization is the over-riding consideration and price competition for a product is not available. The Narc Box narcotics storage safe is manufactured and sold by Thomas EMS, Inc. These specific narcotics storage safes are used fleet-wide by FirstHealth Emergency Medical Services (EMS) in Chatham County.

Discussion & Analysis: Chatham County Emergency Management has requested FirstHealth EMS make mid-budget year changes to crew hours and station assignments of EMS resources to improve availability and crew safety. These changes require additional narcotics secure storage boxes to maintain accountability for controlled substances. The Narc Box model narcotics storage box is used by FirstHealth fleet-wide, and Thomas EMS, Inc. is the sole provider of the unit. A single storage box was already purchased in early December 2019, a second storage box is needed to complete the project.

How does this relate to the Comprehensive Plan:

Budgetary Impact: The cost of the narcotics storage box, with shipping, is \$1,394.29.

Funds are available in Chatham County Emergency Management's budget.

Recommendation: Motion to Approve competitive bid exemption for standardization and current "sole source," for the Chatham County Emergency Management narcotics storage safe, Narc Box by Thomas EMS, Inc.

NCGS 143-129.(e)(6)

(6) Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

In the case of purchases by hospitals, in addition to the other exceptions in this subsection, the provisions of this Article shall not apply when: (i) a particular medical item or prosthetic appliance is needed; (ii) a particular product is ordered by an attending physician for his patients; (iii) additional products are needed to complete an ongoing job or task; (iv) products are purchased for "over-the-counter" resale; (v) a particular product is needed or desired for experimental, developmental, or research work; or (vi) equipment is already installed, connected, and in service under a lease or other agreement and the governing body of the hospital determines that the equipment should be purchased. The governing body of a hospital shall keep a record of all purchases made pursuant to this subdivision. These records are subject to public inspection.



# Chatham County, NC

## Text File

File Number: 19-3340

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**Agenda Date:** 12/16/2019

**Version:** 2

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

**In Control:** Finance

**File Type:** Resolution

**Agenda Number:**

Vote on a request to adopt a resolution Declaring Voting Equipment Surplus and Authorizing the Finance Officer to dispose of the property.

Action Requested: Vote on a request to adopt a Resolution Declaring 30-M100 voting machines and 21-Automark voting machines Surplus Property and Authorizing the disposal of the property with electronic advertising for required notice.

Introduction & Background:

Discussion & Analysis:

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

Budgetary Impact: None

Recommendation: Motion to adopt a Resolution Declaring Property Surplus and Authorizing the Finance Officer to dispose of the property using one of the disposal methods authorized under N.C.G.S 160A Article 12.





COUNTY MANAGER  
Dan LaMontagne

COUNTY COMMISSIONERS

Mike Dasher, Chairman  
Diana Hales, Vice Chair  
James Crawford  
Karen Howard  
Walter Petty

## Resolution of the Chatham County Board of Commissioners

Declaring Personal Property Surplus and Authorizing the Finance Officer to Dispose of Personal Property

WHEREAS, the Chatham County Board of Elections has 30-M100 voting machines, asset tag numbers 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616 and 21-Automark voting machines, asset tag numbers 2828, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849 which are no longer needed in service, and

WHEREAS, by authority of N.C.G.S 160A Article 12, counties may declare surplus any personal property owned by the County, sell the property by public auction either live or electronic (*G.S. 160A-270*), private negotiated sale (*G.S. 160A-266(b) and 160A-277*) or discard property because it has no value, is unable to sell, or poses a threat to public health or safety (*G.S. 160A-266(d)*); and authorize an appropriate official to complete the disposal, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Chatham;

Section 1: The Board declares the 30-M100 voting machines and 21-Automark voting machines as surplus; and

Section 2: The Board authorizes the disposal of said 30-M100 voting machines and 21-Automark voting machines by one of the authorized disposal methods described N.C.G.S. 160A Article 12; and authorizes the Finance Officer to accept the highest offer(s) and finalize the disposal(s)

Section 3: The Board authorizes Notice of Advertising for the disposal solely by electronic notice.

---

Mike Dasher, Chairman  
Chatham County Board of Commissioners

Attest:

---

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

Asset	Description	Serial/Parcel	Loc. Descr	Fiscal Yr
2587	VOTING MACHINE, M100	217732	ELECTIONS	2006
2588	VOTING MACHINE, M100	222834	ELECTIONS	2006
2589	VOTING MACHINE, M100	220576	ELECTIONS	2006
2590	VOTING MACHINE, M100	216370	ELECTIONS	2006
2591	VOTING MACHINE, M100	217857	ELECTIONS	2006
2592	VOTING MACHINE, M100	216854	ELECTIONS	2006
2593	VOTING MACHINE, M100	217495	ELECTIONS	2006
2594	VOTING MACHINE, M100	217772	ELECTIONS	2006
2595	VOTING MACHINE, M100	217390	ELECTIONS	2006
2596	VOTING MACHINE, M100	222277	ELECTIONS	2006
2597	VOTING MACHINE, M100	222710	ELECTIONS	2006
2598	VOTING MACHINE, M100	221944	ELECTIONS	2006
2599	VOTING MACHINE, M100	217488	ELECTIONS	2006
2600	VOTING MACHINE, M100	222119	ELECTIONS	2006
2601	VOTING MACHINE, M100	217876	ELECTIONS	2006
2602	VOTING MACHINE, M100	216564	ELECTIONS	2006
2603	VOTING MACHINE, M100	217503	ELECTIONS	2006
2604	VOTING MACHINE, M100	222205	ELECTIONS	2006
2605	VOTING MACHINE, M100	222760	ELECTIONS	2006
2606	VOTING MACHINE, M100	216817	ELECTIONS	2006
2607	VOTING MACHINE, M100	216906	ELECTIONS	2006
2608	VOTING MACHINE, M100	217509	ELECTIONS	2006
2609	VOTING MACHINE, M100	217808	ELECTIONS	2006
2610	VOTING MACHINE, M100	216687	ELECTIONS	2006
2611	VOTING MACHINE, M100	216958	ELECTIONS	2006
2612	VOTING MACHINE, M100	215639	ELECTIONS	2006
2613	VOTING MACHINE, M100	517845	ELECTIONS	2006
2614	VOTING MACHINE, M100	216849	ELECTIONS	2006
2615	VOTING MACHINE, M100	216649	ELECTIONS	2006
2616	VOTING MACHINE, M100	216919	ELECTIONS	2006
			<b>Total</b>	<b>30</b>
2828	AUTOMARK - ALBRIGHT	AM0208490119	ELECTIONS	2009
2830	AUTOMARK - BENNETT	AM0208490126	ELECTIONS	2009
2831	AUTOMARK - BONLEE	AM0208490111	ELECTIONS	2009
2832	AUTOMARK - BYNUM	AM0208490117	ELECTIONS	2009
2833	AUTOMARK - GOLDSTON	AM0208490116	ELECTIONS	2009
2834	AUTOMARK - THREE RIVERS	AM0208490110	ELECTIONS	2009
2835	AUTOMARK - HADLEY	AM0208490172	ELECTIONS	2009
2836	AUTOMARK - HARPERS CROSSROADS	AM0208490130	ELECTIONS	2009
2837	AUTOMARK - HICKORY MOUNTAIN	AM0208490105	ELECTIONS	2009
2838	AUTOMARK - MANNS CHAPEL	AM0208490136	ELECTIONS	2009
2839	AUTOMARK - NEW HOPE	AM0208490145	ELECTIONS	2009
2840	AUTOMARK - OAKLAND	AM0208490171	ELECTIONS	2009
2841	AUTOMARK - PITTSBORO/PITT ONE-STOP	AM0208490165	ELECTIONS	2009
2842	AUTOMARK - EAST SILER CITY	AM0208490140	ELECTIONS	2009
2843	AUTOMARK - WEST SILER CITY	AM0208490149	ELECTIONS	2009
2844	AUTOMARK - EAST WILLIAMS	AM0208490159	ELECTIONS	2009
2845	AUTOMARK - NORTH WILLIAMS	AM0208490115	ELECTIONS	2009
2846	AUTOMARK - WEST WILLIAMS	AM0208490114	ELECTIONS	2009
2847	AUTOMARK - CAROLINA MEADOWS	AM0208490127	ELECTIONS	2009
2848	AUTOMARK - NORTH CHATHAM ONE STOP	AM0208490101	ELECTIONS	2009
2849	AUTOMARK - SILER CITY ONE STOP	AM0208490166	ELECTIONS	2009
			<b>Total</b>	<b>21</b>



# Chatham County, NC

## Text File

File Number: 19-3341

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**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Agenda Ready

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

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to authorize to approve a grant application to Crime Victim Services of NC Governor's Crime Commission for VAWA funding

Action Requested: Vote on a request to approve grant application for funding from the NC Governor's Crime Commission to continue to fund critically needed positions for supervised visitation and exchange services for children and families impacted by domestic violence, child abuse.

Introduction & Background: Chatham Family Visitation Center provides safety and security for families at times of volatility and instability. We offer children an opportunity to have relationship with non-custodial parent in a comfortable environment and custodial parents are assured their children are safe.

Discussion & Analysis: Award is for a one year period, to begin 10/1/20 and conclude 9/30/21. A 25% match is required and will be funded through an annual contract with the Dept of Social Services to provide services for children placed in foster care. The contract with DSS is approximately \$18,200/year.

How does this relate to the Comprehensive Plan: Foster a Healthy Community; Provide efficient effective government.

Budgetary Impact: The grant requires a 25% match being covered with a DSS contract not to exceed \$18,200.

Recommendation: Vote on a request to approve grant application to Crime Victim Services of NC Governor's Crime Commission for VAWA funding.



# Chatham County, NC

## Text File

File Number: 19-3342

**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Agenda Ready

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

**File Type:** Agenda Item

**Agenda Number:**

Vote on request to approve grant applications for Families (JFF) and Governor's Crime Commissioner (GCC) for Chatham County Family Visitation services and authorize County Manager to have final approval before submission

Action Requested: Vote on request to approve grant applications for Families (JFF) and Governor's Crime Commissioner (GCC) for Chatham County Family Visitation services and authorize County Manager to have final approval before submission

Introduction & Background: Chatham County Family Visitation Services has operated since 2003 through a combination of federal and state grants and contracts with court agencies and Social Services. The existing grant expires in October 2015 and county staff is requesting permission to apply for both grants so that the services can continue without the need for general fund support.

JFF is a three-year grant for up to \$650,000. Staff is proposing to apply the grant to continue the visitation services program, which allows court- and DSS-involved parents to visit their children in a supervised setting. Both the courts and Social Services benefit from this program and it helps ensure public safety by providing services to domestic violence victims. The grant also requires that additional court training and improvements be included. Staff proposes to apply for up to \$150,000 to provide training on domestic violence to court and DSS staff and to provide a half-time victims advocate for court. Staff proposes to continue with the current level of staffing (1.37 FTEs regular employees and 2-3 temporary staff). JFF requires no local match.

**Discussion & Analysis:**

How does this relate to the Comprehensive Plan: Foster a Healthy Community; Provide efficient effective government

Budgetary Impact: This will continue funding for an existing program and staff.

Recommendation: Approve grant applications for Justice for Families (JFF) and Office of Violence Against Women (OVW) for Chatham County Family Visitation Services.





# Chatham County, NC

## Text File

File Number: 19-3351

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**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Agenda Ready

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

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to approve grant application to Crime Victim Services of NC Governor's Crime Commission for VOCA funding for domestic violence funding.

Action Requested: Vote on a request to approve grant application to Crime Victim Services for funding from the NC Governor's Crime Commission to support advocacy services for victims of domestic violence and sexual assault.

Introduction & Background: Beginning July 2017, Chatham County has funded domestic violence advocacy and support services for Chatham victims. Two advocates currently provide services, including safety planning, court support, community resource referrals, and assistance with filing protection orders. The program is intended to be temporary until a viable nonprofit agency can be identified to resume these vital support services and make necessary grant applications. This application and award can support county efforts to continue services for victims and families impacted by domestic violence and sexual assault.

Discussion & Analysis: Award is for a two year period not to exceed \$425,000, to begin 10/1/20 and conclude 9/30/22. A 20% match is required and will be funded through county funding.

How does this relate to the Comprehensive Plan: Foster a Healthy Community; Provide efficient effective government.

Budgetary Impact: This grant will continue existing positions.

Recommendation: Approve permission to apply for grant award



# Chatham County, NC

## Text File

File Number: 19-3348

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**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Appointment

Vote on a request to approve reappointments to the Board of Equalization and Review

Action Requested: Vote on a request to approve reappointments to the Board of Equalization and Review

Introduction & Background: William Euker and Bibi Haddad are both eligible for reappointment to the Board of Equalization and Review. Both members have expressed their desire to continue to serve on the Board.

Discussion & Analysis: Mr. Euker and Ms. Haddad will both be reappointed to three years with the terms expiring December 31, 2022.

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

Budgetary Impact: N/A

Recommendation: Motion to approve reappointments to the Board of Equalization and Review



# Chatham County, NC

## Text File

File Number: 19-3325

**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Health Department

**File Type:** Appointment

**Agenda Number:**

Vote on a request to appoint Judith Malone, RN to fill the Vacant Public Seat on the Board of Health.

Action Requested: Vote on a request to appoint Judith Malone, RN to fill the Vacant Public Seat on the Board of Health.

Introduction & Background: The county Board of Health is the policy-making, rule-making, and adjudicatory body for the Chatham County Public Health Department. According to General Statute 130A-35, the composition of the Board shall reasonably reflect the population makeup of the county and shall include: Three public representatives, one licensed Pharmacist, one licensed Optometrist, one licensed Dentist, one County Commissioner, and one professional Engineer.

Discussion & Analysis: Board members may serve three (3) consecutive three (3) year terms.

How does this relate to the Comprehensive Plan: This is a statutory appointment.

Budgetary Impact: Board of Health members are compensated a per diem and mileage. Adequate funds are budgeted annually in the Health Department's Budget.

Recommendation: Vote on a request to appoint Judith Malone, RN to fill the Vacant Public Seat on the Board of Health.





# Chatham County, NC

## Text File

File Number: 19-3355

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**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Appointment

**Agenda Number:**

Vote on a request to appoint Christopher Hart to the Agriculture Advisory Board.

Action Requested: Vote on a request to appoint Christopher Hart to the Agriculture Advisory Board.

Introduction & Background: The Agriculture Advisory Board would like to appoint Christopher Hart to the Board to fill a vacancy. The Board reviewed all applications and recommends the Board of Commissioners appoint Mr. Hart to serve the remainder of Terrill Ellington's term.

Discussion & Analysis: Mr. Hart's term will expire June 30, 2021

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

Budgetary Impact: N/A

Recommendation: Motion to appoint Christopher Hart to the Agriculture Advisory Board.



# Chatham County, NC

## Text File

File Number: 19-3328

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**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Facilities and Fleet

**File Type:** Contract

Vote on request to award contract, in the amount of \$137,970.00, to Fulcher Electric of Fayetteville, Inc. to install Progress Boulevard Signal

Action Requested: Award contract, in the amount of \$137,970.00, to Fulcher Electric of Fayetteville, Inc. to install Progress Boulevard Signal

Introduction & Background: NC DOT requested that a signal light be installed at Hwy 64 and Progress Boulevard in Siler City, NC

Discussion & Analysis: Adding a signal light will improve the safety at this intersection

How does this relate to the Comprehensive Plan:

Budgetary Impact:

Recommendation: Vote on request to award contract, in the amount of \$137,970.00, to Fulcher Electric of Fayetteville, Inc. to install Progress Boulevard Signal

**FORM OF CONSTRUCTION CONTRACT**

(PRIME CONTRACT(S))

THIS AGREEMENT made the 16th day of December in the year of 2019 by and between **Fulcher Electric of Fayetteville, Inc.** hereinafter called the Party of the First Part and **CHATHAM COUNTY**, hereinafter called the Party of the Second Part.

**WITNESSETH:**

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; MWBE Program; General Conditions; Specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen’s compensation; public liability; property damage and builder’s risk insurance certificates; certificate by the Office of the Finance Director of the County, and drawings, titled:

PROGRESS BOULEVARD SIGNALIZATION

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Consisting of the following sheets:

Including, but not limited to -

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**ELECTRICAL DETAIL SHEETS 1 THRU 4; NEW INSTALLATION SHEET;**

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**CONSTRUCTION NOTES SHEET; SIGNAL COMMUNICATION PLAN;**

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**SPLICE DETAILS; Requirements included in the Request for Bids**

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And the following addenda: **N/A – No addendums were issued.**

Addendum No.	_____	Dated: _____	Addendum No.	_____	Dated: _____
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Addendum No.	_____	Dated: _____	Addendum No.	_____	Dated: _____
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2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within **180 consecutive calendar days** from said date. For each day in excess thereof, liquidated damages shall be as stated in the Project Specifications and General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the Project broken down by the various divisions or part of the work and by calendar days. If the Party of the First Part fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Party of the First Part shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Party of the Second Part may give notice in writing, sent by certified mail, return receipt requested, to the Party of the First Part and his surety of such delay, neglect or default, specifying the same, and if the Party of the First Part within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the Party of the Second Part shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within fifteen (15) days after being so notified and notify the Party of the Second Part in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Party of the Second Part shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Party of the First Part, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Party of the Second Part, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Party of the First Part and surety. In case the expense so incurred by the Party of the Second Part shall be less than the sum which would have been payable under the contract, if it had been completed by said Party of the First Part, then the said Party of the First Part and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the Party of the First Part and the surety shall be liable and shall pay to the Party of the Second Part the amount of said excess.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

**One Hundred Thirty-Nine Thousand, Nine Hundred Seventy Dollars (\$137,970.00)**

Summary of Contract Award:

4. On or before the 30th day of each calendar month, the Party of the Second Part shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to reduce retainage requirements after 50 percent of the work has been satisfactorily completed on schedule.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

**E-VERIFY:**

Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). If Contractor or any Contractor's sub-contractors, are subject to the provisions of N.C. Gen. Stats. §64-26(a), Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

**DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:**

Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to NC G.S. 147-86.80 et al, and (b) it will not take any action causing it to appear on any such list during the term of the Contract Agreement.

**IRAN DIVESTMENT ACT CERTIFICATION:**

By acceptance of this Contract Agreement, Contractors, and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

**REQUIREMENT TO RECYCLE CERTAIN ELECTRONIC EQUIPMENT:**

Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in \_\_\_\_\_ counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

**Fulcher Electric of Fayetteville, Inc.**

Contractor: (Trade or Corporate Name)

\_\_\_\_\_  
(Proprietorship or Partnership)

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

Title: \_\_\_\_\_

(Owner, Partner, or Corp. Pres. or Vice Pres. only)

Attest: (Corporation)

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

Title

:

\_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

CHATHAM COUNTY

(CORPORATE SEAL)

Witness:

By Mike Dasher

:

Title Chatham County Board of  
Commissioners - Chair  
\_\_\_\_\_

**CERTIFICATION BY THE FINANCE DIRECTOR  
OF CHATHAM COUNTY**

Provision for the payment of money to fall due and payable by the guidelines set forth in sections 4 and 5 above which under this agreement have been provided for by allocation made and is available for the purpose of carrying out this agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed \_\_\_\_\_  
Financial Officer



# Chatham County, NC

## Text File

File Number: 19-3332

---

**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Facilities and Fleet

**File Type:** Contract

Vote on a request to approve and execute the design services contract for the new Emergency Operations Center.

Action Requested: Vote on a request to approve and execute the design services contract for the new Emergency Operations Center

Introduction & Background: Per the approved CIP, the County has agreed to move forward with the design and construction of a new Emergency Operations Center. This contract is to award the design services to Schrader Group who was chosen through the Request for Qualifications process.

Discussion & Analysis: This contract will allow Schrader Group to proceed with the design scope as set by the County during the Request for Qualifications process and subsequent scope development meetings with Schrader Group and County staff.

How does this relate to the Comprehensive Plan: The new Emergency operations Center will help to ensure public safety through adequate resources, plans, and partnerships.

Budgetary Impact: The current recommended CIP reflects a project estimate of \$18,300,000.

Recommendation: Approve and execute the design services contract for the new Emergency Operations Center.



DRAFT AIA® Document B133™ - 2014

Standard Form of Agreement Between Owner and Architect,  
Construction Manager as Constructor Edition

AGREEMENT made as of the [ ] day of [ ] in the year 2019  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Chatham County  
PO Box 608  
12 East Street  
Pittsboro, NC 27312

and the Architect:  
(Name, legal status, address and other information)

Schrader Group Architecture, LLC  
161 Leverington Avenue, Suite 105  
Philadelphia, PA 19127  
Telephone: 215-482-7440  
Fax: 215-482-7441

for the following Project:  
(Name, location and detailed description)

Design and Land Development Services for the New Chatham County Emergency  
Operations Center

The Construction Manager (if known):  
(Name, legal status, address and other information)

To be determined and added to this Agreement via Contract Amendment.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™-2007, General Conditions of the Contract for Construction; A133™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**TABLE OF ARTICLES**

1 INITIAL INFORMATION  
2 ARCHITECT'S RESPONSIBILITIES  
3 SCOPE OF ARCHITECT'S BASIC SERVICES  
4 ADDITIONAL SERVICES  
5 OWNER'S RESPONSIBILITIES  
6 COST OF THE WORK  
7 COPYRIGHTS AND LICENSES  
8 CLAIMS AND DISPUTES  
9 TERMINATION OR SUSPENSION  
10 MISCELLANEOUS PROVISIONS  
11 COMPENSATION  
12 SPECIAL TERMS AND CONDITIONS  
13 SCOPE OF THE AGREEMENT

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

See attached Exhibit B.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

The Project Site shall be the newly purchased property identified in Exhibit C.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

See Exhibit D.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

To be determine

.2 Commencement of construction:

To be determined



.3 Substantial Completion date or milestone dates:

To be determined

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

- AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Not applicable.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

Reference Chatham County Emergency Management and 9-1-1 Communications Center prepared by SCHRADERGROUP, dated June 7<sup>th</sup>, 2019.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

- .2** Cost Consultant (if in addition to the Construction Manager):  
*(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)*

- .3** Land Surveyor:

- .4** Geotechnical Engineer:

- .5** Civil Engineer:

- .6** Other consultants:  
*(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)*

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address and other information.)*

SCHRADERGROUP  
161 Leverington Avenue, Suite 105  
Philadelphia, PA 19127  
Telephone: 215-482-7440  
Fax: 215-482-7440

David Schrader, AIA, LEED AP, Principal-in-Charge  
Harry Pettoni, Project Manager  
Eric Weiss, AIA, Project Architect  
Bruce Bachtle, AIA, Principal, QA + QC

**§ 1.1.12** The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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User Notes:

(959407722)

(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

SCHRADERGROUP  
153 East King Street, Suite 211-212  
Lancaster, PA 17602  
Telephone: 717-299-8965  
Fax: 717-293-4470

.2 Architecture, Project Management, Construction Administration:

MHAworks – Associated Architect  
57 Grant Drive, Suite E  
Pittsboro, NC 27312  
Telephone: 919-533-6472

3 Interior Designer:

SCHRADERGROUP  
153 East King Street, Suite 211-212  
Lancaster, PA 1762  
Telephone: 717-299-8965  
Fax: 717-293-4470

4 MEPF, Energy Management, HVAC, Lighting, Security and Access Control Engineer:

RMF Engineering  
8081 Arco Corporate Drive, Suite 300  
Raleigh, NC 27617  
Telephone: 919-941-9876  
Fax: 919-941-9957

.5 Audio and Visual Consultant:

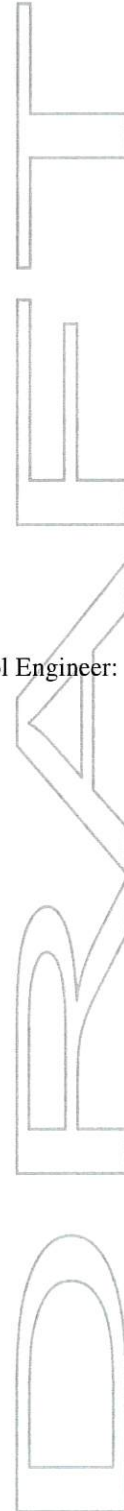
CENERO  
809 Halifax Street  
Raleigh, NC 27604  
Telephone: 888-454-6863

.6 Communication and Technology Consultant:

Mission Critical Partners  
3737 Glenwood Avenue, Suite 100.  
Raleigh, NC 27612  
Telephone: 888-862-7911

.7 Acoustical Consultant:

Metropolitan Acoustics, LLC  
1628 JFK Boulevard  
8 Penn Center, Suite 1902  
Philadelphia, PA 19103





Telephone: 215-248-4352

.8 Civil, Landscaping, Transportation, Land Planning and Geotechnical Engineer:

WithersRavenel  
55 Grant Drive, Suite D  
Pittsboro, NC 27312  
Telephone: 919-469-3340  
Fax: 919-467-6008

.9 LEED Certification Consultant:

Re: Vision Architecture  
133 Grape Street  
Philadelphia, PA 19127  
Telephone: 215-482-1133

§ 1.1.12.2 Consultants retained under Additional Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and One Million Dollars (\$ 1,000,000 ) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Three Million Dollars (\$ 3,000,000 ) per claim and Three Million Dollars (\$ 3,000,000 ) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.



§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's



program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

**§ 3.3.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

**§ 3.3.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.3.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

**§ 3.3.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### **§ 3.4 Design Development Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.4.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.4.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### **§ 3.5 Construction Documents Phase Services**

**§ 3.5.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.5.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.5.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for



Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction



Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with



reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Owner with Architect	
§ 4.1.2 Programming (B202™-2009)	Architect	
§ 4.1.3 Multiple preliminary designs	Architect	
§ 4.1.4 Measured drawings	Not Provided	



§ 4.1.5 Existing facilities surveys	Not Provided	
§ 4.1.6 Site evaluation and planning (B203™-2007)	Architect	
§ 4.1.7 Building information modeling (E203™-2013)	Architect	
§ 4.1.8 Civil engineering	Architect	
§ 4.1.9 Landscape design	Architect	
§ 4.1.10 Architectural interior design (B252™-2007)	Architect	
§ 4.1.11 Value analysis (B204™-2007)	Not Provided	
§ 4.1.12 Detailed cost estimating	Construction Manager	
§ 4.1.13 On-site project representation (B207™-2008)	Not Provided	
§ 4.1.14 Conformed construction documents	Architect	
§ 4.1.15 As-designed record drawings	Architect	
§ 4.1.16 As-constructed record drawings	Contractor	
§ 4.1.17 Post occupancy evaluation	Architect – One (1) Year Walk Through	
§ 4.1.18 Facility support services (B210™-2007)	Not Provided	
§ 4.1.19 Tenant-related services	Not Provided	
§ 4.1.20 Coordination of Owner's consultants	Architect	
§ 4.1.21 Telecommunications/data design	Architect	
§ 4.1.22 Security evaluation and planning (B206™-2007)	Architect	
§ 4.1.23 Commissioning (B211™-2007)	Owner	
§ 4.1.24 Extensive environmentally responsible design	Not Provided	
§ 4.1.25 LEED® certification (B214™-2012)	Architect	
§ 4.1.26 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™-2007)	Architect / Owner – Owner will supervise furniture and furnishings design; Owner and Architect will supervise equipment design	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except



- where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
  - .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
  - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
  - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
  - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .10 Evaluation of the qualifications of bidders or persons providing proposals;
  - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
  - .12 Assistance to the Initial Decision Maker, if other than the Architect;
  - .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
  - .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
  - .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty-Four ( 24 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion



§ 4.3.4 If the services covered by this Agreement have not been completed within ~~thirty-six~~ ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.



§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall



- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.



## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction located in Chatham County, NC
- Other: *(Specify)*



### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.



§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order



to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Fees for Architect's Supplemental Services will be negotiated on a case-by-case basis once the parameters are determined and agreed upon in writing with Chatham County, utilizing the Hourly Rate Schedules in Exhibit A, Attachment A.

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Fees for Architect's Supplemental Services will be negotiated on a case-by-case basis once the parameters are determined and agreed upon in writing with Chatham County, utilizing the Hourly Rate Schedules in Exhibit A, Attachment A.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Fees for Architect's Supplemental Services will be negotiated on a case-by-case basis once the parameters are determined and agreed upon in writing with Chatham County, utilizing the Hourly Rate Schedules in Exhibit A, Attachment A.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty	percent (	30	%)
Bidding	Five	percent (	5	%)
Construction Phase	Twenty-Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.



§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per Hourly Rates in Exhibit A, Attachment A

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Ten Thousand Dollars and Zero Cents (\$10,000.00)

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Nine % (9 percent) per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

[Redacted]

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

- .3 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

- Exhibit A – SCHRADERGROUP in Association with MHAworks Request for Qualifications Design and Land Planning Services New Chatham County Emergency Operations Center Proposal, dated August 1, 2019
- Exhibit B – Chatham County EOC/9-1-1 Building Program
- Exhibit C – Proposed Site Image
- Exhibit D – Chatham County EOC/9-1-1 Conceptual Project Budget

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*







# Chatham County, NC

## Text File

File Number: 19-3330

**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Planning

**File Type:** Contract

Vote on a request to approve Interlocal Agreements between Chatham County and the Town of Goldston for the administration and enforcement of the Goldston Unified Development Ordinance and for the enforcement by the County of ordinances and other laws, rules, and regulations related to building code enforcement, fire prevention and protection, watershed protection, soil erosion and sedimentation control, and stormwater within the corporate limits of Goldston, and authorize the County Manager to execute the agreements.

### **Action Requested:**

Vote on a request to approve Interlocal Agreements between Chatham County and the Town of Goldston for the administration and enforcement of the Goldston Unified Development Ordinance and for the enforcement by the County of ordinances and other laws, rules, and regulations related to building code enforcement, fire prevention and protection, watershed protection, soil erosion and sedimentation control, and stormwater within the corporate limits of Goldston.

### **Introduction & Background:**

For the last three years planning staff, in conjunction with Triangle J Council of Governments and stakeholders for the Town of Goldston have worked to develop a Unified Development Ordinance and Land Use Plan for the Town of Goldston. The UDO for Goldston will combine Zoning, Subdivision, and Watershed Protection ordinances into one document. As the town only has one part-time staff member, the County will administer the UDO and the Land Use Plan. In order for county staff to enforce the UDO on behalf of the Town of Goldston both parties will need to enter into an interlocal agreement.

### **Discussion & Analysis:**

The purpose of the interlocal agreement is to provide for the administration and enforcement, by County staff, of the Town of Goldston's UDO within the corporate limits of the town. The county is currently enforcing other ordinances within the town, which will not be affected by this. There are two interlocal agreements. One deals specifically with the UDO and the other covers other ordinances, laws, and regulations that the County staff administer and enforce throughout the County.

Based on the interlocal agreements, Chatham County will provide for the enforcement of ordinances and other laws, rules, and regulations related to building code enforcement, fire prevention and protection, the stormwater ordinance, and soil erosion and sedimentation control that the County is enforcing throughout Chatham County, within the corporate limits of the Town of Goldston. The County will enforce all Federal, State, and Chatham County rules, regulations, and ordinances relating to the construction and occupancy of buildings and structures within the corporate limits of the Town of Goldston that the County is enforcing in areas outside of the corporate limits of municipalities.

The County will also enforce Chapter 93: Fire Prevention and Protection, of the Chatham County Code of Ordinances, within the corporate limits of the Town of Goldston. Additionally, the County shall enforce Chapter 164: Soil Erosion and Sedimentation Control of the Chatham County Code of Ordinances as well as the Stormwater Ordinance in Goldston.

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

The Economic Development Plan Element of Plan Chatham includes the following strategy: 8.2 Provide technical support to towns lacking appropriate staffing (i.e. Goldston).

**Recommendation:**

Approve the Interlocal Agreements between Chatham County and the Town of Goldston.

**NORTH CAROLINA**

**CHATHAM COUNTY**

**THIS INTERLOCAL AGREEMENT** (this “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (the “County”) and the **TOWN OF GOLDSTON**, a North Carolina municipal corporation located in Chatham County, North Carolina (the “Town”);

**WITNESSETH**

**WHEREAS**, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the County and the Town are authorized to enter into interlocal agreements to execute undertakings; and

**WHEREAS**, the Town has requested that the County enforce (i) Federal, State, and County laws and regulations relative to the construction and occupancy of buildings and structures, (ii) County Ordinances related to fire prevention and protection, and (iii) the County Ordinance related to soil erosion and sedimentation control, within the corporate limits of the Town of Goldston; and

**WHEREAS**, the Town has adopted, will adopt, or otherwise make enforceable, the ordinances, rules, and regulations the County has been requested to enforce within the corporate limits of the Town of Goldston; and

**WHEREAS**, the County has agreed, subject to the terms and conditions of this Agreement, to enforce the County ordinances referred to above within the corporate limits of the Town of Goldston; and

**WHEREAS**, the County and the Town wish to memorialize their agreement in writing with respect to the enforcement of such ordinances;

**NOW, THEREFORE**, in consideration of the benefits that will flow to their respective citizens from the duties and undertakings of this Agreement, the County and the Town agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the enforcement by the County of ordinances and other laws, rules, and regulations related to building code enforcement, fire prevention and protection, stormwater, and soil erosion and sedimentation control that the County is enforcing within Chatham County, within the corporate limits of the Town of Goldston. The County is currently enforcing other ordinances, laws, rules, and regulations within the corporate limits of the Town and those enforcement actions shall not be affected in any way by this Agreement.

2. **Adoption of Ordinances.** The Town represents and warrants to the County that the County ordinances, rules, and regulations to be enforced by the County within the corporate limits of the Town of Goldston pursuant to this Agreement have been adopted by the Town, or

are otherwise enforceable within the Town of Goldston, and that there is no impediment to the legal enforcement of the same by the County within the Town of Goldston, and that the County may collect its standard fees, fines, penalties, costs, and other charges for the enforcement of the same from the citizens and residents of Goldston, in like manner and to the same extent as it does for similar enforcement actions from the citizens and residents outside of the corporate limits of municipalities in Chatham County. The County agrees to cooperate with the Town to ensure such County ordinances as well as other laws, rules, and regulations are enforceable within the Town, including, without limitation, the adoption of a joint resolution with regard to the enforcement of erosion and sedimentation programs pursuant to N.C. Gen. Stat. § 113A-60.

3. **County Ordinances to be Enforced within the Corporate Limits of the Town of Goldston.** The County shall enforce the following rules, regulations, laws, and ordinances within the corporate limits of the Town of Goldston to the same extent and in the same manner as it does within Chatham County outside of the corporate limits of municipalities:

a. **Building Code Enforcement.** The County shall enforce all Federal, State of North Carolina, and Chatham County rules, regulations, and ordinances relating to the construction and occupancy of buildings and structures that the County is enforcing in Chatham County in areas outside of the corporate limits of municipalities within the corporate limits of the Town of Goldston.

b. **Fire Prevention and Protection.** The County shall enforce Chapter 93: Fire Prevention and Protection, of the Chatham County Code of Ordinances, within the corporate limits of the Town of Goldston.

c. **Soil Erosion and Sedimentation Control.** The County shall enforce Chapter 164: Soil Erosion and Sedimentation Control of the Chatham County Code of Ordinances, within the corporate limits of the Town of Goldston. Appeals of any enforcement action taken by the County, including, without limitation, interpretations of any rules, regulations, laws, or ordinances enforced by the County under this Agreement shall be heard by the Town board or commission designated by the Town to hear such appeals or make such interpretations.

d. **Stormwater.** The County shall enforce the Chatham County Stormwater Ordinance within the corporate limits of the Town of Goldston. Appeals of any enforcement action taken by the County, including, without limitation, interpretations of any rules, regulations, laws, or ordinances enforced by the County under this Agreement shall be heard by the Town board or commission designated by the Town to hear such appeals or make such interpretations.

4. **Change in Ordinances.** In the event the County amends or otherwise changes any of the ordinances or its interpretation of any of the ordinances to be enforced under this Agreement, or enforces any such ordinances or rules, laws, and regulations in a materially different way than it is enforcing the same on the Effective Date of this Agreement (hereinafter specified), the County shall provide the Town not less than thirty (30) days prior written notice of such change and the Town shall either amend its ordinance or take such other action is necessary to make the same

effective within the corporate limits of the Town of Goldston to conform them to the County change or changes, or terminate this Agreement within thirty (30) days of receipt of notice from the County. If the Town does neither, the County shall have the right to terminate this Agreement at any time thereafter upon thirty (30) days written notice to the Town.

5. **County Collection of Fees.** The County shall collect and retain the same fees, fines, penalties, costs, and other charges incident to enforcement of the ordinances from the citizens and residents of Goldston that it collects from citizens and residents of Chatham County residing outside of the corporate limits of municipalities. The County shall bill and collect such fees, fines, penalties, cost, and other charges in its own name, all and any of which shall be subject to increase, decrease, or change as and when they are changed for County residents.

6. **County Enforcement.** The County enforcement provided for in this Agreement shall include the issuance of permits, the making of inspections, the preparation for and participation in hearings and appeals, and similar actions and services incident to normal local government enforcement actions with respect to the ordinances, and other laws, rules, and regulation to be enforced by the County under this Agreement. In the event the County determines that it is necessary or advisable to retain attorneys or consultants with respect to any enforcement action, including, without limitation protests and challenges, it shall advise the Town, and the Town shall retain and pay for such attorneys or consultants including, without limitation, all cost and fees incident to such enforcement action, or the defense of claims and lawsuits against the County or the Town incident to such enforcement action.

7. **Notice to Residents of Goldston.** The Town shall provide notice to its citizens and residents reasonably calculated to inform them that the County ordinances, and other laws, rules, and regulations specified in paragraph 3 above will be administered and enforced within the corporate limits of the Town by the County, and that they will be billed by the County for such services.

8. **Duration/Termination.** The term of this Agreement shall commence on the first day of December, 2019 (the "Effective Date") and, unless terminated as provided in Paragraph 4 hereof, shall exist and continue until one party shall have provided the other party not less than one hundred-eighty (180) days prior written notice of termination.

9. **Personnel.** Each party shall designate and appoint the personnel necessary to carry out its responsibilities under this Agreement.

10. **Amendment.** This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by both parties.

11. **Financing.** The Town shall pay for all costs it incurs under this Agreement and, in addition, shall pay the County such fees, costs, and charges for inspections or permits required for Town owned property or facilities. The County shall pay for all costs it incurs under this Agreement. The County shall provide no services under this Agreement except as specifically set



forth in paragraph 3 hereof. The Town hereby authorizes the County to collect from the citizens and residents of the Town of Goldston the same fines, fees, penalties, costs and other charges it collects outside the corporate limits of municipalities and their extraterritorial jurisdictions. Such costs, fees, fines, penalties, and other charges are subject to change effective on the same date that they are changed for persons in the County jurisdiction.

12. **Notices.** All notices or other correspondence given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or fees prepaid, addressed to a party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The parties shall be responsible for notifying each other of any change of address. Mailing addresses for parties are as follows:

If to County:	Chatham County Attention: County Manager Post Office Box 1809 Pittsboro, North Carolina 27312
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If to the Town:	Town of Goldston Attention: Mayor Post Office Box 527 Goldston, North Carolina 27252
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13. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the parties with respect to the matters contained herein are merged in this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, and any action brought under or concerning this Agreement shall be brought and maintained in the Superior Court of Chatham County, North Carolina. The headings contained in this Agreement are solely for the convenience of the parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the parties and shall not be construed against one party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the parties hereto may execute this Agreement by signing any such counterpart.



**IN WITNESS WHEREOF**, the parties have hereunto fixed their hands and seals this the day and year first written above.

**CHATHAM COUNTY**

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

Attest: \_\_\_\_\_  
County Clerk

**TOWN OF GOLDSTON**

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

Attest: \_\_\_\_\_  
Town Clerk

**NORTH CAROLINA**

**CHATHAM COUNTY**

**THIS INTERLOCAL AGREEMENT** (this “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (the “County”) and the **TOWN OF GOLDSTON**, a North Carolina municipal corporation located in Chatham County, North, Carolina (the “Town”);

**WITNESSETH**

**WHEREAS**, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the County and the Town are authorized to enter into interlocal agreements to execute undertakings; and

**WHEREAS**, the Town intends to adopt a Unified Development Ordinance and has requested that the County administer and enforce the Ordinance within the corporate limits of the Town of Goldston upon its adoption; and

**WHEREAS**, the County has agreed, subject to the terms and conditions of this Agreement, to enforce the Town’s Unified Development Ordinance within the corporate limits of the Town of Goldston; and

**WHEREAS**, the County and the Town wish to memorialize their agreement in writing with respect to the enforcement of such ordinances;

**NOW, THEREFORE**, in consideration of the benefits that will flow to their respective citizens from the duties and undertakings of this Agreement, the County and the Town agree as follows:

1. **Purpose**. The purpose of this Agreement is to provide for the administration and enforcement by the County of the Town’s Unified Development Ordinance (“UDO”) within the corporate limits of the Town of Goldston. The County is currently enforcing other ordinances, laws, rules, and regulations within the corporate limits of the Town and those enforcement actions shall not be affected in any way by this Agreement.

2. **Adoption of Ordinances**. The Town represents and warrants to the County that the UDO to be administered and enforced by the County within the corporate limits of the Town of Goldston pursuant to this Agreement will be adopted by the Town in a form satisfactory to the County, and that there will be no impediment to the legal enforcement of the same by the County within the Town of Goldston. Appeals of any enforcement action taken by the County, including, without limitation, interpretations of any provision of the UDO, and requests for variances, special or conditional uses set forth in the UDO ordinance shall be heard by the Town board or commission designated by the Town to hear such appeals or make such interpretations.

3. **Change in Ordinances.** In the event the Town amends or otherwise changes the UDO, the Town shall provide the County written notice of the amendment or other change not less than thirty (30) days prior to its effective date and the County shall either provide notice to the Town that it will enforce the amendment or other change, or terminate this Agreement within thirty (30) days of receipt of notice of the amendment or other change from the Town. If the County does neither, the Town shall have the right to terminate this Agreement at any time thereafter upon thirty (30) days written notice to the County.

4. **County Collection of Fees.** The County shall collect and retain the fees, fines, penalties, costs, and other charges incident to enforcement of the UDO as provided therein. The County shall bill and collect such fees, fines, penalties, costs, and other charges in its own name, all and any of which shall be subject to increase, decrease, or change as and when they are changed by the Town.

5. **County Enforcement.** The County administration and enforcement provided for in this Agreement shall include the issuance of permits, the making of inspections, the preparation for and participation in hearings and appeals, and similar actions and services incident to normal local government enforcement actions with respect to the UDO. In the event the County determines that it is necessary or advisable to retain attorneys or consultants with respect to any enforcement action, including, without limitation, protests and challenges, it shall advise the Town, and the Town shall retain and pay for such attorneys or consultants, including, without limitation, all costs and fees incident to such enforcement action, or the defense of claims and lawsuits against the County or the Town incident to such enforcement action.

6. **Notice to Residents of Goldston.** The Town shall provide notice to its citizens and residents reasonably calculated to inform them that the UDO will be administered and enforced within the corporate limits of the Town by the County, and that they will be billed by the County for such services.

7. **Duration/Termination.** The term of this Agreement shall commence on the first day of the second calendar month following adoption of the UDO by the Town (the "Effective Date") and, unless terminated as provided in Paragraph 3 hereof, shall exist and continue until one party shall have provided the other party not less than one hundred-eighty (180) days prior written notice of termination.

8. **Personnel.** Each party shall designate and appoint the personnel necessary to carry out its responsibilities under this Agreement.

9. **Amendment.** This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by both parties.

10. **Financing.** The Town shall pay for all cost it incurs under this Agreement and, in addition, shall pay the County such fees, costs, and charges for inspections or permits required for Town owned property or facilities. The County shall pay for all costs it incurs under this

Agreement. The County shall provide no services under this Agreement except as specifically set forth in paragraph 5 hereof.

11. **Notices.** All notices or other correspondence given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or fees prepaid, addressed to a party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The parties shall be responsible for notifying each other of any change of address. Mailing addresses for parties are as follows:

If to County:	Chatham County Attention: County Manager Post Office Box 1809 Pittsboro, North Carolina 27312
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If to the Town:	Town of Goldston Attention: Mayor Post Office Box 527 Goldston, North Carolina 27252
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12. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the parties with respect to the matters contained herein are merged in this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, and any action brought under or concerning this Agreement shall be brought and maintained in the Superior Court of Chatham County, North Carolina. The headings contained in this Agreement are solely for the convenience of the parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the parties and shall not be construed against one party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the parties hereto may execute this Agreement by signing any such counterpart.



**IN WITNESS WHEREOF**, the parties have hereunto fixed their hands and seals this the day and year first written above.

**CHATHAM COUNTY**

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

Attest: \_\_\_\_\_  
County Clerk

**TOWN OF GOLDSTON**

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

Attest: \_\_\_\_\_  
Town Clerk



# Chatham County, NC

## Text File

File Number: 19-3335

**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Parks and Recreation

**File Type:** Contract

Vote on a request to approve the Renewal of the Interlocal Agreement for the maintenance of the American Tobacco Trail and Development of Park Facilities with Town of Cary

Action Requested:

Motion to approve the Renewal of the Interlocal Agreement for the maintenance of the American Tobacco Trail and Development of Park Facilities with Town of Cary

Introduction & Background:

The County and the Town entered into the Interlocal Agreement the 30th of November, 2009. The term of the Interlocal Agreement was five (5) years ending November 30, 2014. The County and the Town executed the First Amendment to the Interlocal Agreement on December 17, 2014 with a term expiring on December 1, 2019. The term "Interlocal Agreement" as used herein includes all amendments to the November 30, 2009 agreement. The County and the Town desire to extend the term of the Interlocal Agreement for an additional period of five (5) years. On or before January 1, 2023, the County and the Town agree to initiate discussions regarding possible future extension of the Interlocal Agreement.

Discussion & Analysis:

The Town shall, through independent contractors or with its own forces, continue to provide Routine Maintenance, as defined by the Interlocal Agreement, to the 4.67 mile segment of the ATT which runs from Scott King Road to E. Ferrell Road through Chatham County ("Chatham ATT segment"), in compliance with all applicable laws and regulations and to the same extent the ATT was maintained during the prior terms of the Interlocal Agreement, and to the reasonable satisfaction of the County. The County shall pay the Town the sum of \$30,000 per year for routine maintenance.

How does this relate to the Comprehensive Plan:

Provide recreational opportunities and access to open space.

Budgetary Impact:

\$30,000 per year

Recommendation:

Motion to approve the Renewal of the Interlocal Agreement for the maintenance of the American Tobacco Trail and Development of Park Facilities with Town of Cary

RESOLUTION  
OF THE CARY TOWN COUNCIL  
AUTHORIZING INTERLOCAL AGREEMENT

WHEREAS, Chatham County and the Town of Cary entered an “Interlocal Agreement For the Maintenance of the American Tobacco Trail and Development of Park Facilities” (“Interlocal Agreement”) on November 30, 2009; and

WHEREAS, the term of the Interlocal Agreement was five (5) years ending November 30, 2014; and

WHEREAS, the County and the Town executed an amendment to the Interlocal Agreement on December 17, 2014 to extend the term to December 1, 2019; and

WHEREAS, the County and the Town desire to extend the term of the Interlocal Agreement for an additional period of five (5) years; and

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the Town to enter into undertakings with one or more other units of local government.

NOW THEREFORE, The Town Council of the Town of Cary resolves that:

The Town Council hereby approves the attached “Second Amendment to Interlocal Agreement For the Maintenance of the American Tobacco Trail and Development of Park Facilities” (“Agreement”), and authorizes the Town Manager or Deputy Town Manager to execute an agreement substantially like the Agreement attached hereto and to provide such notices and take such actions as Agreement contemplates.

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

\_\_\_\_\_  
Harold Weinbrecht, Jr. Mayor

ATTEST:

\_\_\_\_\_  
Virginia H. Johnson,  
Town Clerk

NORTH CAROLINA

CHATHAM COUNTY

**SECOND AMENDMENT TO 'INTERLOCAL AGREEMENT FOR THE  
MAINTENANCE OF THE AMERICAN TOBACCO TRAIL AND DEVELOPMENT  
OF PARK FACILITIES'**

This Second Amendment (the "Second Amendment") to "Interlocal Agreement For the Maintenance of the American Tobacco Trail and Development of Park Facilities" ("the Interlocal Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between **COUNTY OF CHATHAM, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the "County") and **TOWN OF CARY** (the "Town").

**RECITALS**

- A. The County and the Town entered into the Interlocal Agreement the 30<sup>th</sup> of November, 2009.
- B. The term of the Interlocal Agreement was five (5) years ending November 30, 2014.
- C. The County and the Town executed the First Amendment to the Interlocal Agreement on December 17, 2014 with a term expiring on December 1, 2019. The term "Interlocal Agreement" as used herein includes all amendments to the November 30, 2009 agreement.
- D. The County and the Town desire to extend the term of the Interlocal Agreement for an additional period of five (5) years.

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

- 1. Continuation of Maintenance. The Town shall, through independent contractors or with its own forces, continue to provide Routine Maintenance, as defined by the Interlocal Agreement, to the 4.67 mile segment of the ATT which runs from Scott King Road to E. Ferrell Road through Chatham County ("Chatham ATT segment"), in compliance with all applicable laws and regulations and to the same extent the ATT was maintained during the prior terms of the Interlocal Agreement, and to the reasonable satisfaction of the County.
- 2. Compensation for Routine Maintenance. The County shall pay the Town the sum of \$30,000 per year for routine maintenance. The first such payment shall be made on or before December 1, 2019. Thereafter payment shall be made to Town on or before July 30<sup>th</sup> of 2020, 2021, 2022 and 2023.
- 3. Term. This Second Amendment shall be effective December 1, 2019 and shall extend the term of the Interlocal Agreement for five (5) years from that date. On or before January 1, 2023, the County and the Town agree to initiate discussions regarding possible future extension of the Interlocal Agreement.

4. Termination. Paragraph 7 of the Interlocal Agreement is amended to provide that, if the Interlocal Agreement is terminated after payment of the compensation due for any year under paragraph 3 of this Second Amendment, the Town shall refund to the County a pro rata portion of the compensation paid for that year of the term.

5. Interlocal Agreement to Remain in Full Force and Effect. Except as hereinabove amended the Interlocal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the respective Parties caused this Second Amendment to be executed by their County or Town Manager, their corporate seals to be affixed and attested by their respective Clerks, all by the Resolution of their Board of Commissioners or Town Council, spread across their minutes, the day and year first above written.

BY: \_\_\_\_\_  
Mike Dasher, Chair, Chatham Board of Commissioners

ATTEST:

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

TOWN OF CARY

BY: \_\_\_\_\_  
Sean Stegall, Town Manager

ATTEST:

BY: \_\_\_\_\_  
Virginia Johnson, Town Clerk

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

\_\_\_\_\_  
Vicki McConnell, Finance Director





# Chatham County, NC

## Text File

File Number: 19-3323

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**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** MIS and GIS

**File Type:** Agenda Item

Vote on a request to authorize the County Manager to execute a contract with Randolph Electric to install fiber at Northwest District Park for the purpose of internet connectivity at the cost of \$20,190 for installation and recurring fee of \$110.97 per month for 60 months.

Action Requested: Vote on a request to authorize the County Manager to execute a contract with Randolph Electric to install fiber at Northwest District Park for the purpose of internet connectivity.

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Budgetary Impact: The cost of fiber installation is \$20,190.00 and a recurring monthly fee of \$110.90 for a 5 year contract.

Recommendation: Authorize the approval of the contract for internet connectivity at Northwest District Park.

# Service Order Summary for NW Park, Chatham County



<b>Date:</b> 11.14.19		
<b>Customer Information:</b>	<b>Customer Billing Information: (if different)</b>	
<b>Customer Name:</b> Chatham County NW Park	<b>Customer Name:</b> Chatham County Finance Office	
<b>Street Address:</b>	<b>Street Address:</b> PO Box 608	
<b>City, State Zip:</b>	<b>City, State Zip:</b> Pittsboro, NC 27312	
<b>Customer Phone #:</b>	<b>Customer Phone #:</b>	
<b>Customer Fax #:</b>	<b>Customer Fax #:</b>	

Sales Person	Customer Name	Agreement Term (Months)	Service Order Expiration Date
Stephanie Gee	Chatham County	60-month	60 months prior to installation
<b>Qty</b>	<b>Description</b>	<b>Location/Additional Information</b>	<b>Unit Price</b>
1	Cabin 1 – 1 Outdoor AP Lease (\$15); 1 Fiber Lease (\$12)		\$ 27.00
1	Cabin 2 – 1 Outdoor AP Lease (\$15); 1 Fiber Lease (\$12)		\$ 27.00
1	Cabin 3 – 1 Outdoor AP Lease (\$15); 1 Fiber Lease (\$12)		\$ 27.00
1	Pool – 1 Outdoor AP Lease (\$15)		\$ 15.00
1	Management Fee		\$ 4.99
1	POE Switch		\$ 4.99
1	Router		\$ 4.99
	<b>Total Monthly Recurring</b>		<b>\$ 110.97</b>
	<b>Other Nonrecurring Charges:</b>		
	<i>Deposit of Construction*</i>		\$ 6,250.00
	<b>Final Payment of Construction*</b>		\$ 18,750.00
	<b>One-Time Installation</b>	\$24 hours @ \$90/hr.	\$ 2,160.00
	<b>Nonrecurring charges total</b>		<b>\$ 20,190.00</b>

This Service Order is contingent upon a site survey being performed by our Network Engineer to confirm equipment requirements, on data services & network cabling meeting minimum requirements and on facility availability. If special construction is required after site survey, RTTI and Customer will have the option to cancel the order for this service. Additional fees may apply to bring network up to required service levels. RTTI is not responsible for any charges which may result from the termination of any existing agreement. Taxes and fees including local, state, county, E911 and federal tax assessments and fees are in addition to the above charges. Term begins on date service installation is complete.

A 25%\* deposit is due after execution of this agreement in the amount of \$6,250.00. Remaining balance of \$18,750.00\* is due once installation is complete along with a one-time installation and set-up fee as designated above.

This is the Service Order for the products and services named, subject to the RTTI terms and conditions. Only includes services detailed in this Service Order. Any wiring, equipment, and construction not noted in this Service Order are the responsibility of the customer.

Service Level Agreement. The Service includes an SLA which covers Time to Repair.

Time-to-Repair. The SLA allows credit for RTTI outages which exceed four hours. The repair interval starts when the trouble ticket is entered and ends when the fault is remedied. SLA measurements are based on each trouble ticket issued for the Service. The SLA threshold and credits are applied on a per incident, per Service basis. Multiple trouble tickets on the same day for the Service will only be eligible for one Time-to-Repair credit. Time for scheduled maintenance windows does not count towards SLA threshold. The Customer will be provided with a local number to contact the Network Operations Center (the "NOC") for the purposes of trouble reporting and to request technical assistance and testing.

Credit Amount: Per incident outage time, per Service

Credits will apply to all Monthly Recurring Costs (the "MRC") associated with the affected Customer connections.

0 to 4 hours per month: No Credit

> 4 Hours per month to 24 hours per month: Credit 3 days MRC

Each additional occurrence per month: Credit additional 3 days MRC

X \_\_\_\_\_  
Authorized Signature

Date \_\_\_\_\_

X \_\_\_\_\_  
Print Name & Title

## **MASTER SERVICE AGREEMENT**

Customer acknowledges that the Services provided by Randolph Telephone Telecommunications Inc. (RTTI) under this Agreement were previously provided under Tariff. Customer understands that, as of the Effective Date of this Agreement, the Services are no longer under Tariff and are provided pursuant to this Agreement and any accompanying Service Orders. ANY TERMS AND CONDITIONS, GUIDEBOOKS and SERVICE GUIDES, (COLLECTIVELY, THE "SERVICE MANUALS") PROVIDED ON RTTI'S WEBSITE, AS MODIFIED FROM TIME-TO-TIME, ARE INCORPORATED BY REFERENCE HEREIN TO THE EXTENT EACH IS APPLICABLE TO THE SERVICE(S) PROVIDED UNDER THIS AGREEMENT, AS IF THOSE DOCUMENTS ARE SET FORTH ORIGINALLY HERE.

### **1. Services and Facilities**

- 1.1 RTTI agrees to provide Customer with a broadband Internet connection, as provided in the accompanying RTTI Service Order dated November 14<sup>th</sup>, 2019, during the Term of this Agreement.

### **2. PAYMENT AND CHARGES**

- 2.1 **Rates and Charges.** Customer will pay RTTI the rates and charges for the Services set forth in this Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Services or related to RTTI's installation or provisioning costs.
- 2.2 **Rate Adjustments.** RTTI may impose additional fees, charges or surcharges on Customer to recover amounts that RTTI is required or permitted to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs.
- 2.3 **Taxes.** RTTI's rates and charges for the Services do not include taxes. Notwithstanding any other provision of this Agreement, if Customer is required by law to make a deduction or withholding from any amount due to RTTI, Customer must notify RTTI in writing. RTTI will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to RTTI will not be less than the amount RTTI would have received without the required deduction or withholding.
- 2.4 **Invoicing.** Unless otherwise set forth in a Service Order, any and all invoicing for Services shall be submitted to Customer for payment within thirty (30) days of the Service being provided. Customer is responsible for all charges, no matter the interval at which they are billed. Any objection to billed charges must be reported to RTTI within sixty (60) days of the invoice date.
- 2.5 **Billing.** Unless otherwise set forth in a Service Order, RTTI shall invoice Customer in advance at Customer's notice address specified herein (or at such other address of which Customer may advise RTTI in writing) for all Services and additional services provided during each calendar month or other mutually agreeable billing cycle. Customer shall pay RTTI for all Charges upon receipt of the invoice. Account is/will be considered past due thirty (30) days after invoice date and late fees will be assessed on the last business day of the month at 1.5% per month. Service is subject to interruption if the account remains unpaid for a period of sixty (60) days or more from the date of billing. Customer agrees to reimburse RTTI for all reasonable expenses, including reasonable attorney's fees, for collection of past due accounts.
- 2.6 **Disputed Invoice Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period, as described in Section 2.5, and provides RTTI with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with RTTI to promptly resolve any disputed charge. If RTTI determines, in good faith, that the disputed charge is invalid, RTTI will notify Customer and, within five business days of receiving notice, Customer must pay the charge.

### **3. CREDIT APPROVAL**

3.1 RTTI's provision of Services is subject to the credit approval of Customer. As part of the credit approval process, RTTI may require Customer to provide a deposit or other security. Additionally, during the Agreement Term, if Customer's financial circumstances or payment history becomes reasonably unacceptable to RTTI, RTTI may require adequate assurances of future payment as a condition of continuing provision of the Services. Customer's failure to provide adequate assurances required by RTTI is a material breach of the Agreement. RTTI may provide Customer's payment history or other billing information to any credit reporting agency or industry clearinghouse.

4. **ORDERS**

4.1 Orders are binding only upon acceptance in writing by RTTI. RTTI will notify Customer of rejected orders.

4.2 **Cancellation.** Customer may cancel an Order at any time before RTTI delivers the Services listed in the Order or begins its performance, but Customer must pay any actual costs RTTI incurs do to Customer's cancellation.

5. **WARRANTIES.** THE SERVICES PROVIDED BY RTTI UNDER THIS AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. RTTI MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

6. **EQUIPMENT AND FACILITIES**

6.1 **Customer-Provided Equipment.** RTTI shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Agreement, the responsibility of RTTI shall be limited to the furnishing of facilities offered under this Agreement and to the maintenance and operation of such facilities. Notwithstanding the above, RTTI shall not be responsible for:

(a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;

(b) the reception of signals by Customer-provided equipment; or

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

7. **Installation.** Customer will reasonably cooperate with RTTI or its agents to install the Services. Customer is responsible for damage to RTTI-owned facilities located on Customer premises, excluding reasonable wear and tear or damage caused by RTTI. RTTI may refuse to install Services or may discontinue and disconnect Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Services.

8. **CUSTOMER RESPONSIBILITIES**

8.1 **Acceptable Use Policy (AUP).** With the purchase of Services that connect to the Internet, Customer must conform to RTTI's [Acceptable Use Policy](#), as reasonably amended from time to time.

8.2 **Abuse and Fraud.** Customer will not use Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with RTTI's or another's use of the RTTI- provided network. Customer will cooperate promptly with RTTI to prevent third parties from gaining unauthorized access to the Services via Customer's facilities.

8.3 **Reseller.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as



amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.

- 8.4 Security.** RTTI has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by RTTI from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The RTTI information security program is subject to reasonable changes by RTTI from time to time. RTTI's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

## **9. PRIVACY AND CONFIDENTIALITY**

- 9.1 Privacy.** RTTI's [Privacy Policy](#), as amended from time to time, includes information about RTTI's customer information practices and applies to the provisioning of Services.
- 9.1 HIPAA.** By providing Services, RTTI does not require or intend to access Customer data, including any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules").
- 9.2 Nondisclosure Requirements.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Neither Party will disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in this Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision.

The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other RTTI services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. RTTI will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of RTTI's Services.

## **10. LIABILITY**

- 10.1 Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising

out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.

- 10.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 10.3 Unauthorized Access and Hacking.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by RTTI's negligence or willful misconduct, RTTI is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across RTTI-provided network facilities or Customer premise equipment.

## **11. INDEMNIFICATION**

**11.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third-party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

- 11.2 Customer Indemnification.** Customer will indemnify and defend RTTI, RTTI's officers, directors, agents, and employees and their successors, against all third-party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:
- A.** Customer's failure to obtain required permits, licenses, or consents necessary to enable RTTI to provide the Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to RTTI's general qualification to conduct business;
  - B.** Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the RTTI-provided network leading directly or indirectly to third-party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by RTTI; and (3) based on transmission and uploading of information that contains viruses, worms, other destructive media or other unlawful content;
  - C.** RTTI's failure to pay any tax to the extent that RTTI relied on Customer's claimed legitimate exemption under applicable law;

**11.3 RTTI Indemnification.** RTTI will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third-party claims enforceable in the United States alleging that Services as provided infringe any third-party United States



patent or copyright or contain misappropriated third-party trade secrets. But RTTI's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to RTTI-provided software, equipment or Services; combination of RTTI-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after RTTI provides reasonable notice to Customer of the infringement. For any third-party claim that RTTI receives, or to minimize the potential for a claim, RTTI may, at its sole option, either:

- A. procure the right for Customer to continue using the Services;
- B. replace or modify the Services with comparable Services; or
- C. terminate the Services.

**11.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.

**11.5 Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.

## **12. TERM AND TERMINATION**

**12.1 Agreement Term.** The period set in the Agreement during which RTTI provides Services to Customer is defined as the "Agreement Term." This Agreement applies from the Effective Date until the Agreement Term expires or terminates. RTTI will not accept Orders for Services after expiration of the Agreement Term, but this Agreement will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance or manage Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, RTTI may, at its sole discretion, provide those Services on a time and material basis at RTTI's then-current rates without applying any discounts or credits under the Agreement, but this Agreement will govern RTTI's provision of such Services.

**12.2 60 Month Term.** When executed, following the installation of the Service, the term of this Agreement shall continue for a period of sixty (60) months thereafter ("60 Mo. Term"). The 60 Mo. Term will begin on the first day of the first billing month after the Services are installed and made available to the Customer.

**12.3 Service Order Term.** Individual Service Orders may carry their own service Term and/or termination procedures that apply to that specific contracted service, and in such case, such Term and procedures shall govern the service provided under the Service Order only.

**12.4 Termination by Either Party.** Except as otherwise provided herein, either Party may terminate this Agreement, without liability of any kind, in the event of one or more of the following: (i)

the occurrence of an Event of Default with reference to the other Party's obligations, as set forth in Section 10; or (ii) an Adverse Regulatory Determination. Service may be Terminated by Carrier, with or without notice in the event: (i) if acts of Customer, including furnishing false credit information, are such as indicate intent to defraud Carrier; (ii) Non-payment of amounts due; (iii) Violation of regulatory requirements, federal or state law or intentional abuse of the service. Either party may also terminate for convenience with thirty (30) days written notice.

**12.5 Early Termination.** In the event Customer terminates service before the expiration of the Service Term commitment listed on the Service Order, except a termination for convenience under 12.4 above, Customer shall pay the remaining months to fulfill the Term times the monthly Rate on the Service Order. Customer must give thirty (30) days notice in writing to terminate service.

**12.6 Term Expiration.** Upon Term expiration, Customer may continue the Service according to renewal options available at that time. If Customer does not elect an additional service period or does not request discontinuance, then the Service Term will automatically renew for the same service period.

**13. FORCE MAJEURE**

**13.1** Neither Party shall be liable to the other, nor shall any remedy be extended, for any failure of performance under this Agreement proximately due to causes beyond that party's reasonable control, including but not limited to: acts of God, fire, explosion, flood, earthquake, tornado, storms, any law, order, regulation, action or request of any government or regulatory entity or agency, or any civil or military authority; emergencies; civil unrest, insurrections, riots, wars; power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like. Upon the occurrence of any such events, RTTI and Customer shall use its reasonable efforts to notify the other Party of the nature and extent of any such condition.

**14. GOVERNING LAW; ALTERNATE DISPUTE RESOLUTION**

**14.1 Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice of law provisions.

**14.2 Waiver of Jury Trial and Class Action.** Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

**14.3 Alternate Dispute Resolution.** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:

**14.3.1 Negotiation**

**14.3.1.1** Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process must be completed within 30 days (the "Negotiation").

**14.3.2 Mediation**

**14.3.2.1** If the dispute has not been resolved by negotiation in accordance with section 14.3.1, then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties

shall agree on a mediator; however, if they cannot agree within 14 days then a local mediation service provider shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party [or the mediator] states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. During the course of the mediation, no party can assert the failure to fully comply with section 14.3.1, as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until 30 days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise. All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

#### **14.3.3 Arbitration**

**14.3.3.1** Any Dispute not resolved through negotiation or mediation in accordance with sections 14.3.1 and 14.3.2 shall be resolved by arbitration in accordance with the United States Arbitration Act (and other applicable federal law) and/or Arbitration rules of the State of North Carolina. The arbitration will be held in a regional location in the State North Carolina using one arbitrator, unless the Dispute exceeds one million dollars (USA) in which case there shall be three neutral arbitrators, as a panel. The arbitrators may award costs and/or attorneys' fees to the prevailing party.

**14.3.3.2** The Parties further agree that the arbitrator shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. Nothing contained in this section will limit either Party's ability to seek injunctive relief in any court. The Parties will mediate and arbitrate disputes in confidence. Each Party shall bear its own costs incurred in connection with the arbitration. Other costs will be allocated as the arbitrator directs. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.

#### **15. ASSIGNMENT**

**15.1** Customer may not assign any rights or obligations under this Agreement or an Order without RTTI's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, RTTI may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.

#### **16. NOTICES**

16.1 Notices required under this Agreement must be submitted in writing to the Party's address for notice listed in this Agreement or Order and, in the case of a dispute, notices must also be sent to:

RTTI  
317 East Dixie Drive  
Asheboro, NC 27203

\*\*\*\*\*

Chatham County  
Darlene Yudell  
PO Box 608  
Pittsboro, NC 27312

17. **DEFINITIONS**

- 17.1 "Effective Date" is the date that the last Party signs the Agreement.
- 17.2 "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of this Agreement, submitted or confirmed by Customer and accepted by RTTI, which identifies specific Services; quantity ordered; RTTI's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Service.
- 17.3 "Services" means wireline or wireless business communications services not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided by RTTI to Customer under this Agreement.

**Randolph Telephone Telecommunications, Inc.**

By: Stephanie Gee  
Print Name: Stephanie Gee  
Title: marketing Director  
Date: 11-14-09

**Chatham County**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Chatham County, NC

## Text File

File Number: 19-3349

**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Contract

**Agenda Number:**

Vote on a request to approve the purchase of voting equipment recommended by the Chatham County Board of Elections from HartIntercivic for use in future elections in Chatham County and authorize staff to negotiate minor changes to the agreement and authorize the County Manager to execute the agreement.

**Action Requested:** Vote on a request to approve the purchase of voting equipment recommended by the Chatham County Board of Elections from HartIntercivic for use in future elections in Chatham County and authorize the County Manager to execute the agreement.

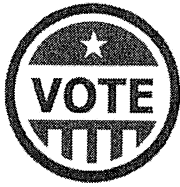
**Introduction & Background:** The voting equipment currently in use by the Chatham County Board of Elections has outlasted its life span. In order to maintain the Chatham County voter's confidence in the elections process, the Chatham County Board of Elections is recommending the replacement of the current equipment with the HartInterCivic voting system, which was tested in the November 5, 2019, Municipal Election in two precincts in Siler City.

**Discussion & Analysis:** The Board of Elections has satisfied all requirements to replace the current voting equipment as laid out by the State Board of Elections; therefore the Board of Elections is asking the Board of Commissioners for the approval and funding to acquire the recommended voting systems.

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

**Budgetary Impact:** The Board of Elections has funds in the counties CIP fund to pay for the equipment purchase.

**Recommendation:** Motion to approve the purchase of HartIntercivic voting equipment, and authorize the County Manager to execute the agreement.



# NORTH CAROLINA

## STATE BOARD OF ELECTIONS

Mailing Address:  
 P.O. Box 27255,  
 Raleigh, NC 27611  
 (919) 814-0700 or  
 (866) 522-4723  
 Fax: (919) 715-0135

### Request for Replacement of County Voting System

The Chatham County Board of Elections ("Board"), having met on 11/19/2019 hereby seeks the approval of the State Board of Elections to replace its voting system, or a portion thereof. Before approving the adoption and acquisition of any voting system by the board of county commissioners, the county board of elections shall do all of the following:

#### STEP 1: DEMONSTRATION

Witness a demonstration of the recommended type of voting system plus at least one other certified type of voting system. The demonstration can take place in the county or at a site designated by the State Board.

- The demonstration should be organized as part of a public meeting with invitations sent to the county board of commissioners, the county manager, the county attorney, and the political parties in the county.
- The county board should give public notice of the demonstration and meeting, as it does for all other board meetings.
- A majority of county board members voting on the recommendation must have witnessed a demonstration. All five members of the county board of elections should be present at the demonstration if possible.

County Board member 1: <u>Laura Heise</u>	Demo <u>Chatham County</u>	Location: <u>Agriculture &amp; Conf Ctr</u>	Date: <u>9/11/2019</u>
Voting Systems Reviewed:	<input checked="" type="checkbox"/> Clear Ballot ClearVote 1.4	<input checked="" type="checkbox"/> ES&S Unity 3.4.1.1	
	<input checked="" type="checkbox"/> Hart InterCivic Verity 2.2	<input checked="" type="checkbox"/> ES&S Voting System 5.2.2.0	
County Board member 2: <u>Charles Ramos</u>	Demo <u>Chatham County</u>	Location: <u>Agriculture &amp; Conf Ctr</u>	Date: <u>9/11/2019</u>
Voting Systems Reviewed:	<input checked="" type="checkbox"/> Clear Ballot ClearVote 1.4	<input checked="" type="checkbox"/> ES&S Unity 3.4.1.1	
	<input checked="" type="checkbox"/> Hart InterCivic Verity 2.2	<input checked="" type="checkbox"/> ES&S Voting System 5.2.2.0	
County Board member 3: <u>Amy Meek</u>	Demo <u>Chatham County</u>	Location: <u>Agriculture &amp; Conf Ctr</u>	Date: <u>9/11/2019</u>
Voting Systems Reviewed:	<input checked="" type="checkbox"/> Clear Ballot ClearVote 1.4	<input checked="" type="checkbox"/> ES&S Unity 3.4.1.1	
	<input checked="" type="checkbox"/> Hart InterCivic Verity 2.2	<input checked="" type="checkbox"/> ES&S Voting System 5.2.2.0	
County Board member 4: <u>Brian Bock</u>	Demo <u>Chatham County</u>	Location: <u>Agriculture &amp; Conf Ctr</u>	Date: <u>9/11/2019</u>
Voting Systems Reviewed:	<input checked="" type="checkbox"/> Clear Ballot ClearVote 1.4	<input checked="" type="checkbox"/> ES&S Unity 3.4.1.1	
	<input checked="" type="checkbox"/> Hart InterCivic Verity 2.2	<input checked="" type="checkbox"/> ES&S Voting System 5.2.2.0	
County Board member 5: <u>Mark Barroso</u>	Demo <u>Chatham County</u>	Location: <u>Agriculture &amp; Conf Ctr</u>	Date: <u>9/11/2019</u>
Voting Systems Reviewed:	<input checked="" type="checkbox"/> Clear Ballot ClearVote 1.4	<input checked="" type="checkbox"/> ES&S Unity 3.4.1.1	
	<input checked="" type="checkbox"/> Hart InterCivic Verity 2.2	<input checked="" type="checkbox"/> ES&S Voting System 5.2.2.0	



**STEP 2: PRELIMINARY RECOMMENDATION**

Make a preliminary recommendation to the board of county commissioners as to which type of voting system should be acquired by the county.

- Official action to preliminarily recommend can be taken as soon as the same meeting during which the demonstration is conducted, provided the meeting is properly noticed. Alternatively, the meeting to preliminarily recommend a voting system may be noticed prior to the demonstration as long as the meeting is held after the demonstration.
- The Board can recommend by resolution, letter, presentation, or other official action.

Following the demonstration, the Board recommended:	
<input checked="" type="checkbox"/>	by resolution dated <u>9/12/2019, but was updated on 9/24/2019</u>
<input type="checkbox"/>	by letter dated _____ signed by _____
<input type="checkbox"/>	by presentation given on _____
<input type="checkbox"/>	by nature of an official action taken on _____
that <u>Chatham</u> County adopt and acquire the:	
<input type="checkbox"/>	Clear Ballot ClearVote 1.4 Voting System
<input type="checkbox"/>	ES&S Voting System 5.2.2.0 Voting System
<input type="checkbox"/>	ES&S Unity 3.4.1.1 Voting System
<input checked="" type="checkbox"/>	Hart InterCivic Verity 2.2 Voting System

**STEP 3: TEST IN A REAL ELECTION**

The county board must instruct the county board staff to test the proposed voting system in at least one precinct where the voting system would be used if adopted. The test must take place during an election.

- County board staff must notify State Board voting systems staff of its intent to test the recommended voting system.
- The voting systems election management system and the components of the system must undergo Logic & Accuracy testing prior to use in the test election.
- After completing canvass, the county board must determine that the recommended voting system has met the requirements for voting in that county.
- Specific to procurement of a voting system prior to 2020 primaries and elections, the test must occur on Election Day for the November 2019 election. Testing at a one-stop voting site for the November 2019 election will not be permitted.

<input checked="" type="checkbox"/>	On <u>9/20/2019</u> , the county board staff notified the State Board of Elections voting systems staff of its intent to test the recommended voting system.
<input checked="" type="checkbox"/>	The recommended voting system was tested during the <u>11/5/2019</u> election. The voting systems election management system and all of the components of the system were subject to Logic & Accuracy testing prior to use in the test election.
<input checked="" type="checkbox"/>	The recommended voting system was tested in _____ one-stop absentee voting site(s) and/or <u>2</u> Election Day precinct(s).
<input checked="" type="checkbox"/>	The Board, having completed its canvass of the election in which the recommended voting system was tested, has determined that the recommended system meets the requirements for voting in the county.

STEP 4: SBE APPROVAL

The county board of elections cannot replace any voting system, or any portion thereof, without approval of the State Board.

The Board seeks the approval of the State Board of Elections to replace its current voting system, or a portion thereof with the following voting system:

- Clear Ballot ClearVote 1.4 Voting System       ES&S Unity 3.4.1.1 Voting System  
 Hart InterCivic Verity 2.2 Voting System       ES&S Voting System 5.2.2.0 Voting System

The Board proposes to adopt and acquire the voting system's election management system (EMS) and the following components of the system:

Component Type	Model	Quantity
Precinct Ballot Tabulator (PBT)	Verity Scan	30
Central Ballot Tabulator (CBT)	Verity Workstation	1
Ballot Marking Device (BMD)	Verity Touch Writer	25
BMD Printer	Verity Print	20
Ballot on Demand (BOD) Printers	OKidata B432dn	20

The Board proposes to use the Verity Touch Writer ballot marking device and its accessible peripherals to meet ADA requirements to allow for accessible voting.

**STEP 5: ADOPTION AND ACQUISITION OF NEW VOTING SYSTEM BY BOARD OF COUNTY COMMISSIONERS**

The board of county commissioners, with the approval of the county board of elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections. The board of county commissioners may decline to adopt and acquire any voting system recommended by the county board of elections but may not adopt and acquire any voting system that has not been approved by the county board of elections. Following SBE approval, the County Board understands that it may then proceed to ask its Board of County Commissioners for the approval and funding to acquire the recommended voting system.

Along with this request, the Board is submitting the proposed vendor contract to permit the State Board of Elections to review and approve the terms of the vendor's contract.

Board Chair	<u>Laura Heise</u>	<u>Nov 20 2019</u>
		Date
Board Secretary	<u>Charles Ramon</u>	<u>11/20/19</u>
		Date
Board Member	<u>Ben Beck</u>	<u>11/20/2019</u>
		Date
Board Member	<u>Mark Briscoe</u>	<u>11/20/2019</u>
		Date
Board Member	<u>[Signature]</u>	<u>11/20/2019</u>
		Date

<b>State Board of Elections use Only</b>	
The proposed voting system replacement <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT approved.	
Approved by: <u>[Signature]</u>	Date: <u>11/21/19</u>



Quote Number

00006018

Account Name

Chatham County, NC

Grand Total

\$370,536.00

Item	Description	Unit Price	Quantity	Total Price
Verity Scan	Digital ballot scanner	\$6,100.00	30	\$183,000.00
Verity Ballot Box	Ballot box w/ transport bag and privacy screens included with Verity Scan		30	
Secure Ballot Transport Bag	Bag for easy and secure removal and transport of ballots from ballot box	\$50.00	40	\$2,000.00
Verity Touch Writer w/ Access	Ballot marking device with accessibility	\$5,300.00	25	\$132,500.00
Verity Accessible Booth	Wheelchair-accessible voting booth w/ transport bag and privacy screens included with Verity Touch Writer w/ Access		25	
Okidata B432dn Printer	Laser printer w/ starter cartridge included with Verity Touch Writer for ballot printing		25	
Printer Stand	Small table for printer included with Verity Touch Writer		25	
Verity Print	Paper ballot printing unit	\$5,875.00	20	\$117,500.00
Okidata B432dn Printer	Laser printer w/ starter cartridge included with Verity Print for ballot printing		20	
AutoBallot Kit	Barcode scanner kit for automatic Verity access code creation from VR/electronic poll book data	\$419.00	20	\$8,380.00
Verity Count	Verity Count software	\$12,000.00	1	\$12,000.00
Verity Workstation	Workstation for Verity software w/ 5-year warranty	\$5,900.00	1	\$5,900.00
23" Flat Panel Monitor	Monitor for use with Verity Workstation		1	
Okidata B432dn Printer	Laser printer w/ starter cartridge for report printing	\$380.00	1	\$380.00
Toner Cartridge, Okidata B432dn, Black	Black toner for Okidata B430 Series printer	\$165.00	4	\$660.00
vDrive	Flash memory card/audio card for use with Verity devices	\$66.00	188	\$12,408.00
Verity Key	Electronic security token	\$109.00	3	\$327.00
Battery Charger, 6 Bay	6-bay charger for Verity voting device battery	\$540.00	2	\$1,080.00
Verity Voting Device Battery	Rechargeable battery for Verity voting device	\$102.00	5	\$510.00
New Implementation Services	Includes training, acceptance testing, project management, and on-site support for the first election on the Verity voting system. Additional services, if required, must be purchased separately.	\$28,000.00	1	\$28,000.00
License and Support	Annual license and support fee	\$14,824.00	1	\$14,824.00

Subtotal \$519,469.00

Shipping and Handling (Estimated) \$3,515.00

Solution Price \$522,984.00

Special Discount (\$152,448.00)

Grand Total \$370,536.00

Bill To P.O. Box 111

Ship To 984 Thompson St., Suite D



Quote Number 00006018  
 Account Name Chatham County, NC  
 Grand Total \$370,536.00

Pittsboro, NC 27312

Pittsboro, NC 27312

**Customer Contact**

Contact Name Pandora Paschal  
 Email pandora.paschal@chathamnc.org  
 Phone (919) 545-8500

**General Information**

Expiration Date 12/15/2019  
 Instructions Please fax with signature to (512) 252-6918 or scan and email to [bheisner@hartic.com](mailto:bheisner@hartic.com) to order.  
 Payment Terms Net 30

**Terms and Conditions**

Subsequent License and Support will be billed annually per contract terms.  
 Pricing subject to inventory availability at time of quote execution and acceptance.  
 Taxes will be calculated in conjunction with the Customer based on the final approved price list.

**Hart Approval**

Prepared By Bob Heisner  
 Title Regional Sales Manager

Signature 

**Customer Approval**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_



VERITY

MASTER AGREEMENT

This Master Agreement ("Agreement"), entered into effective as of \_\_\_\_\_, 201\_\_ ("the Effective Date") by and between Hart InterCivic, Inc., a Texas corporation ("Hart") and the Customer set forth below ("Customer"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("Hardware"), software ("Software") licenses and support services ("Software Support Services"), warranty services ("Warranty Services"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("Professional Services"), from time to time. Hardware and Software may be referred to as "Products" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "Services." Products may be "Hart Hardware," and "Hart Proprietary Software," (i.e. "Hart Products") or "Third Party Hardware" and "Sublicensed Software" (i.e. "Third Party Products"). The foregoing may be referred to together as the "Verity system."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as Exhibit A. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

**Customer**

**Hart**

Jurisdiction: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Hart InterCivic, Inc.

15500 Wells Port Drive

Austin, Texas 78728

Attn.: Phillip W. Braithwaite, CEO

800-223-4278

800-831-1485

pbraithwaite@hartic.com

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

\_\_\_\_\_

Name: \_\_\_\_\_

Phillip W. Braithwaite

Title: \_\_\_\_\_

CEO

This Agreement is not effective until executed by both parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.



## 1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

## 2. PRICING

- 2.1. **Products.** Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 2.2. **Annual License and Support Fee.** The "Annual Fee" is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "License and Support Subscription"). Pricing for the initial Annual Fee is the amount specified as the "Initial Annual Fee" on **Exhibit A**. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.
- 2.3. **Other Services.** Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart's then-current hourly rates.
- 2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.
- 2.5. **Taxes.** All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

## 3. PAYMENT

- 3.1. **Products.** Except as otherwise provided in Hart's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.
- 3.2. **Annual Fee.** The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.
- 3.3. **Other Services.** Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.

- 3.4. **Payment Mechanics.** Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer's name, address, or billing information.
- 3.5. **Late Fees.** Hart may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Hart in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Hart shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 3.6. **Billing Disputes.** If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

#### 4. **HARDWARE SPECIFIC TERMS**

- 4.1. **Delivery.** Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for late or delayed shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.
- 4.2. **Acceptance.** Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Hardware Product will be deemed conforming if it meets Hart's published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.
- 4.3. **Installation.** A Hart representative may install the Hardware Products at the Customer's site on a mutually agreed upon date during Hart's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer's special site requirements, Customer will pay those costs including costs to meet union or local law requirements.
- 4.4. **Title and Transportation.** Hardware Products are shipped Ex Works (Incoterms 2010) from Hart's designated shipping point. Title transfer and transfer of risk of loss or damage shall be deemed to occur upon Hart making such Hardware Products available to the carrier at Hart's designated shipping point. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.
- 4.5. **Rescheduling and Cancellation.** Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart's standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

#### 5. **SOFTWARE SPECIFIC TERMS**

- 5.1. **License.** Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing.

Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See **Exhibit D** for a listing of Hart Proprietary Software and Sublicensed Software.

5.2. **Records and Audit.** Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.

### 5.3. **Restrictions**

5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.

5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.

5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.

5.3.4. Customer shall not publish any results of benchmark tests run on any Software.

5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

## 6. **DOCUMENTATION**

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

## 7. PROPRIETARY RIGHTS

- 7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart.
- 7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.
- 7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

## 8. SOFTWARE SUPPORT SERVICES

- 8.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.
- 8.1.1. *Software Support Services.* Software Support Services will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system. Assistance is available via phone and email through the Hart Customer Support Center. See **Exhibit B** for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart's discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of software and there may be feature charges for update or enhancement releases of software.

## 9. WARRANTY AND EXTENDED WARRANTY

- 9.1. **Certification.** Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.
- 9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hart Hardware applicable at the time of the installation of the Hardware. The warranty period for new Hart Hardware (other than Consumables) is one (1) year, beginning ten (10) days after the shipping date. The warranty period for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Consumables are warranted only to be free from manufacturing defects for a period ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty, at no additional charge to Customer. To request warranty service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart.

Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Extended warranties exclude consumable items, including all types of batteries, vDrives and paper ("Consumables"). Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

- 9.3. **Hart Proprietary Software Limited Warranty.** Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Support Coverage set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSED SOFTWARE.
- 9.4. **Professional Services Warranty.** Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.
- 9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.
- 9.6. **Third Party Hardware and Sublicensed Software Excluded.** HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD

PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.

9.7. **Limited Remedies.** HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

## 10. PROFESSIONAL SERVICES

10.1. **Professional Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer's first election in which any portion of the Product is used, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

## 11. REPRESENTATIONS AND WARRANTIES

11.1. **Due Organization.** Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

11.2. **Conflicting Agreements.** Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

## 12. CUSTOMER RESPONSIBILITIES

12.1. **Independent Determination.** Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements

12.2. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

12.3. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

12.4. **Site Maintenance; Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.

12.5. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

12.6. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.



### 13. TERM AND TERMINATION

#### 13.1. Term.

13.1.1. *Of Agreement.* Unless earlier terminated as set forth herein, the initial term of this Agreement is one (1) year.

13.1.2. *Of License and Support Subscription.* Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.

13.1.3. *Of Hardware Warranty.* Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

#### 13.2. Renewals.

13.2.1. *Of Agreement.* This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.

13.2.2. *Of License and Support Subscriptions.* Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.

13.2.3. *Hardware Warranties.* Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

#### 13.3. Termination.

13.3.1. *By Hart.* This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.3.2. *By Customer.* Customer may terminate this Agreement or License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.4. **Effect of Expiration and Termination.** Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect. Sections 3, 5.2-5.4, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

### 14. CONFIDENTIALITY

14.1. **Definition.** "Confidential Information" means any information related to Hart's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.

14.2. **Non-Use and Non-Disclosure.** Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors.

14.3. **Return of Confidential Information.** Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the

Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.

- 14.4. **Customer Employees, Agents and Contractors.** Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

## 15. INDEMNIFICATION

- 15.1. **Indemnity.** Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.

- 15.2. **Remedies.** As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.

- 15.3. **Exclusions.** Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications.

- 15.4. **EXCLUSIVE REMEDIES.** THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

## 16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 16.1. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.

- 16.2. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE ORDER FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

- 16.3. **Third Party Products, Services and Referrals.** In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

## 17. DISPUTE RESOLUTION

- 17.1. **Disputes and Demands.** The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").
- 17.2. **Negotiation and Mediation.** After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.
- 17.3. **Injunctive Relief.** Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.
- 17.4. **Time Limit.** Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

## 18. GENERAL PROVISIONS

- 18.1. **Entire Agreement.** This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 18.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.
- 18.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.
- 18.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.
- 18.5. **Force Majeure.** "**Force Majeure**" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "**Force Majeure**" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other

than, with respect to Customer's performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

- 18.6. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.
- 18.7. **Assignment.** Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer's consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.
- 18.8. **Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.
- 18.9. **Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.
- 18.10. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.
- 18.11. **Attorneys' Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.
- 18.12. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Hart for which monetary damages alone would not be an adequate remedy, and therefore Hart shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.
- 18.13. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart's private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

**Exhibit A**

**Schedule A or Customer Signed Quote for Initial Order**

## Exhibit B

### Hart Customer Support Contact Information and Hours

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

Customer Support Center	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax	1-512-252-6925 or 1-800-831-1485
E-mail Address	<a href="mailto:hartsupport@hartic.com">hartsupport@hartic.com</a>
Hart InterCivic, Inc. Switchboard	1-800-223-HART (4278)
Hours of Operation	7AM-6PM Central Time, M-F
After Hours	Leave Voicemail with contact information for return call

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## Exhibit C

### Definitions

“*Hart*” means Hart InterCivic, Inc., a Texas corporation.

“*Verity Access*™” means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

“*Verity Print*™” means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker’s selection of the voter’s ballot style or precinct on the Verity Print interface.

“*Verity Controller*™” is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

“*Verity Scan*™” means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

“*Verity Election Office*” means Hart InterCivic’s software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

“*Verity Touch*™” means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

“*Verity Touch Writer*™” means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter’s selections on the electronic interface or the Verity Access ATI controller.

“*Verity Voting*” means Hart InterCivic’s family of voting system components designed to conform to federal voting system standards.

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# Chatham County, NC

## Text File

File Number: 19-3334

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**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Board Priorities

**In Control:** Parks and Recreation

**File Type:** Resolution

**Agenda Number:**

Vote on a request to approve a Resolution in Honor of Land Sold for Parkers Ridge Park to Chatham County in Memory of Lola Tart Parker.

Action Requested:

Motion to approve a Resolution in Honor of Land Sold to Chatham County in Memory of Lola Tart Parker.

Introduction & Background:

Gordon Parker and Atlas Timothy Parker, Trustee of the Lola Tart Parker Trust, have sold 147 acres of land on Pea Ridge at a reduced cost to Chatham County and its residents in memory of Lola Tart Parker. This land will be used to develop a park that will be named Parkers Ridge Park

Discussion & Analysis:

Chatham County has immediate needs for property dedicated to recreation in the southeastern part of the county, and this land will directly address this need and the preservation of this land for recreation and green space also will help protect the rural beauty and character of Chatham County.

How does this relate to the Comprehensive Plan:

Provide recreational opportunities and access to open space.

Budgetary Impact:

None

Recommendation:

Motion to approve a Resolution in Honor of Land sold to Chatham County in Memory of Lola Tart Parker.



Established 1771

## CHATHAM COUNTY COMMISSIONERS

Mike Dasher, Chair  
Diana Hales, Vice Chair  
Jim Crawford  
Karen Howard  
Walter Petty

## COUNTY MANAGER

Dan LaMontagne

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

# Resolution of the Chatham County Board of Commissioners In Honor of Land Sold to Chatham County in Memory of Lola Tart Parker

WHEREAS, Gordon Parker and Atlas Timothy Parker, Trustees of the Lola Tart Parker Trust, have sold 147 acres of land on Pea Ridge Road at a reduced cost to Chatham County and its residents in memory of Lola Tart Parker; and

WHEREAS, this land will be used to develop a park that will be named Parkers Ridge Park; and

WHEREAS, this land had been owned and lovingly tended by the Parker family and their forebears for many generations; and

WHEREAS, Lola Tart Parker would have wished for this land to be preserved and used for the benefits of residents of Moncure and all of Chatham County; and

WHEREAS, Chatham County has immediate needs for property dedicated to recreation in the southeastern part of the county, and this land will directly address this need; and

WHEREAS, the preservation of this land for recreation and green space also will help protect the rural beauty and character of Chatham County.; and

NOW THEREFORE, BE IT RESOLVED by the Chatham County Board of County Commissioners expresses its heartfelt appreciation to the Parker family for their generous sale of land to Chatham County in memory of Lola Tart Parker. This land purchase will benefit Chatham County and its residents for many generations to come.

Adopted, this the 16<sup>th</sup> day of December of 2019 by the Chatham County Board of County Commissioners.

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Mike Dasher, Chairman  
Chatham County Board of Commissioners

ATTEST:

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



# Chatham County, NC

## Text File

File Number: 19-3312

**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Public Hearing

**In Control:** Health Department

**File Type:** Agenda Item

**Agenda Number:**

Hold a public hearing on the proposed Chatham County tobacco-free ordinance and vote on a request to adopt the ordinance.

Action Requested: Hold a public hearing on the proposed Chatham County tobacco-free ordinance and vote on a request to adopt the ordinance.

Introduction & Background: Introduction & Background: Chatham County's current administrative tobacco-free policy was approved by the county manager in July 2015 and went into effect on March 1, 2016. This policy expanded the former policy to include electronic cigarettes and other vapor products and the standard tobacco products definitions from the state. It is a comprehensive tobacco policy where the use of all tobacco products is prohibited on all County grounds (owned, leased, maintained or otherwise occupied), including buildings, parks, and vehicles. The Chatham County Board of Health sent a letter to the Board of County Commissioners this past April asking the Commissioners to consider a tobacco-free ordinance that would institutionalize Chatham County's tobacco-free grounds policy. The Health Director for the Chatham County Public Health Department, Layton Long, presented information on the background as well as the proposed ordinance at the October 21st, 2019 Board of County Commissioner's working session. A vote was taken to hold a subsequent public hearing to consider the adoption of a county tobacco-free ordinance.

Discussion & Analysis: Chatham County's current administrative tobacco-free policy has been in effect for over three years and has been well-received among most employees and visitors. Having a tobacco-free ordinance sets a positive example for residents, other counties, and local municipalities to encourage them to develop their own policies. A tobacco-free ordinance continues to help to protect visitors and employees from secondhand smoke, complements tobacco cessation programs, supports those who have quit or want to quit, and discourages youth from starting to use tobacco. The proposed tobacco-free ordinance mimics the majority of the language that is in the current administrative tobacco-free policy. An ordinance does include language that states that a person not in compliance can be issued an infraction punishable by a fine of not more than fifty dollars, though this has been not implemented in other counties with similar ordinances. We do not believe that there would be any changes in county operations or the public's experience if this ordinance is adopted.

How does this relate to the Comprehensive Plan: How does this relate to the Comprehensive Plan: This proposed ordinance directly relates to Objective 10: Foster a healthy community. Under Recommendation 1: HL Policy 1 Adopt a Health in All Policies (HiAP) Approach, Strategy 1.1: Develop and promote cross-sector relationships, institutionalizing and supporting tobacco-free grounds and parks policies is listed as an action item to support this strategy. In addition, coordinated funding and partnerships in tobacco prevention and control is highlighted under HL Policy 2 Review and adapt strategies based on evolving health needs, Strategy 2.1 Adapt programs, policies, and projects to address emerging issues. A tobacco-free ordinance would also positively influence several other areas of the Comprehensive Plan, including supporting Recommendation 7 to improve park, recreation, and open space systems for better health.

Budgetary Impact: Budgetary Impact: There is no budgetary impact of this ordinance. Tobacco-free signs were purchased by the Chatham County Public Health Department and installed in 2016 before the administrative policy went into effect. Tobacco-free signs have been located at all county owned, maintained, and leased properties since the policy went into effect. There are no anticipated costs associated with a tobacco-free ordinance.

Recommendation: Hold a public hearing on the proposed Chatham County tobacco-free ordinance and vote on a request to adopt the ordinance.

## Public Hearing Proposed Tobacco-Free Ordinance

Effective March 1<sup>st</sup>, 2016, Chatham County issued an administrative policy prohibiting smoking and the use of tobacco products in any Chatham County government buildings and vehicles, as well as county-owned grounds, including County parks and recreation areas. The Chatham County Board of Commissioners is considering adopting this policy as an ordinance.

The Board of Commissioners will hold a public hearing on the proposed tobacco-free ordinance at 6 p.m. on December 16<sup>th</sup>, 2019 in the Historic Courthouse, Pittsboro.

\_\_\_\_\_, 2019  
Lindsay K. Ray  
Clerk to the Board



## Chatham County Tobacco-Free Ordinance

### ORDINANCE PROHIBITING SMOKING AND THE USE OF TOBACCO PRODUCTS IN CHATHAM COUNTY BUILDINGS, VEHICLES, AND ON COUNTY GROUNDS

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), tobacco use and secondhand smoke exposure are the leading preventable causes of illness and premature death in North Carolina and the nation;<sup>1</sup> and

WHEREAS, tobacco is a recognized carcinogen in humans, and health risks associated with the use of tobacco products include heart attack, stroke, adverse reproductive outcomes, lung cancer and diabetes;<sup>2</sup> and

WHEREAS, in 2009, the United States Food and Drug Administration (FDA) announced that an analysis of e-cigarette samples indicated that the e-cigarettes contained not only nicotine but also detectable levels of known carcinogens and toxic chemicals and that the emitted aerosol contains nicotine and potentially other additional toxins, making it harmful to the nearby non-user;<sup>3</sup> and

WHEREAS, experimentation with and use of e-cigarettes have risen sharply among young people according to the recently released Youth Tobacco Survey. Current use of electronic cigarettes among North Carolina high school students jumped by 888 percent from 1.7 percent in 2011 to 16.8 percent in 2015. Twenty-seven percent of high school students said they are considering using electronic cigarettes in the next year. Overall tobacco use among NC high school students increased from 25.8 percent to 27.5 percent from 2011 to 2015;<sup>4</sup> and

WHEREAS, the CDC reports that nearly 90% of smoking and smokeless tobacco use are initiated and established before age 18, that most people who begin smoking during

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<sup>1</sup> Centers for Disease Control and Prevention, Smoking and Tobacco Use Fast Facts, [http://www.cdc.gov/tobacco/data\\_statistics/fact\\_sheets/fast\\_facts/#toll](http://www.cdc.gov/tobacco/data_statistics/fact_sheets/fast_facts/#toll) (last visited July 24, 2015).

<sup>2</sup> *Id.*

<sup>3</sup> Memorandum from B.J. Westenberg, Deputy Director, CDER/OPS/OTR, Division of Pharmaceutical Analysis to Michael Levy, Supervisor Regulatory Counsel, CDER, Office of Compliance Division of New Drugs and Labeling Compliance (May 4, 2009), available at <http://www.fda.gov/downloads/Drugs/ScienceResearch/UCM173250.pdf>; see also Press Release, United States Food and Drug Administration, FDA & Public Health Experts Warn About Electronic Cigarettes (July 22, 2009), available at <http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm>.

<sup>4</sup> North Carolina Division of Public Health, Tobacco Prevention and Control Branch, 2015 Youth Tobacco Survey Factsheet, available at <http://www.tobaccopreventionandcontrol.ncdhhs.gov/data/yts/docs/2015-NC-YTSFactSheet-WEBFINAL-v2.pdf>.

adolescence are addicted by the age of 20, and that adolescent smokeless tobacco users are more likely than nonusers to become adult cigarette smokers<sup>5</sup>; and

WHEREAS, children model adult behavior and benefit from positive models of non-smoking behavior and positive reinforcement of healthy lifestyle messages through exposure to smoke and tobacco free public areas<sup>6</sup>; and

WHEREAS, Chatham County provides support to employees and residents who want to quit the use of tobacco products. Employees and residents are also encouraged to talk to their health care provider about quitting, ask about appropriate pharmacotherapy available through their health insurance plan or employee's insurer, and use the free quitting support services of the North Carolina Tobacco Use Quitline at 1-800-QUIT-NOW (1-800-784-869); and

WHEREAS, Chatham County wishes to minimize the harmful effects of tobacco use among employees and eliminate secondhand smoke exposure for employees and the public in and on those buildings, vehicles and grounds controlled by the county; and

WHEREAS, according to NCGS 153A-121(a) county commissioners may find and declare that, in order to protect the public health and welfare, it is in the best interest of the residents of the County to adopt an ordinance prohibiting smoking and the use of tobacco products in County buildings, grounds, and vehicles; and

WHEREAS, the Chatham County Board of Health voted to send a formal request to the Chair of the Chatham County Board of County Commissioners on March 25<sup>th</sup>, 2019 recommending that Chatham County adopt an ordinance to prohibit smoking and the use of tobacco products in County buildings, grounds, and vehicles; and

WHEREAS, the Chatham County Board of Commissioners has determined that it is in the best interest of Chatham County citizens and residents to prohibit smoking and the use of tobacco products in County buildings, grounds, and vehicles;

NOW THEREFORE, be it ordained by the Chatham County Board of Commissioners;

**Section 1. Authority**

This ordinance is enacted pursuant to NCGS 130A-498 and 153A-121(a).

**Section 2. Definitions**

1. "County Building". –A building or other structure owned, leased as lessor, or the space within a building or structure leased as lessee for use by Chatham County.

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<sup>5</sup> Centers for Disease Control and Prevention, Youth and Tobacco Use, [http://www.cdc.gov/tobacco/data\\_statistics/fact\\_sheets/youth\\_data/tobacco\\_use/index.htm](http://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm) (last visited Oct. 7, 2010).

<sup>6</sup> *Id.* (stating that one factor associated with youth tobacco use is smoking by parents or guardians).

2. "County Parks System". –Any tract of land or body of water comprising part of the Chatham County’s parks, playgrounds, natural areas, recreation areas, trails, greenways, and streams or other bodies of water.
3. "County Vehicle". –A passenger-carrying vehicle owned, leased, or otherwise controlled by Chatham County and assigned permanently or temporarily to its employees, agencies, institutions, or facilities for official County business.
4. "E-cigarette". – Any electronic oral device that employs a mechanical heating element, battery, or electronic circuit regardless of shape or size and that can be used to heat a liquid nicotine solution or any other substance, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, or under any other product name or descriptor.
5. "Employee". – A person who is employed by Chatham County, or who contracts with the County or a third person to perform services for the County, or who otherwise performs services for the County with or without compensation.
6. "Grounds". – An unenclosed area owned, leased to, maintained, or otherwise occupied by Chatham County.
7. "Local Public Health Department". –The County public health department jurisdiction includes all of Chatham County.
8. "Smoking". – The use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product.
9. "Tobacco product". – Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component part or accessory of a tobacco product, including but not limited to cigarettes; cigars; little cigars; electronic cigarettes and other electronic nicotine delivery systems or nicotine product; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; Cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cutting and sweepings of tobacco; and other kinds and forms of tobacco. A tobacco product excludes any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.
10. "Universal 'No Smoking and Use of Tobacco Products Prohibited' Symbol". – Symbol consisting of a pictorial representation of a burning cigarette and a tobacco product enclosed in a red circle with a red bar across it.

**Section 3. Areas in Which Smoking, the Use of Tobacco Products, and Electronic Cigarettes are Prohibited:**

- (a) Smoking and the use of tobacco products and electronic cigarettes are prohibited:
  - 1) In any County building
  - 2) In any County vehicle
  - 3) On County grounds, including the Chatham County parks system
- (b) The prohibition on smoking, the use of tobacco products, and electronic cigarettes in the places listed in section (a) above includes, without limitation, those times when they are being used for private events.

**Section 4. Implementation Requirements**

- (a) County staff shall post signs that meet all the requirements in Section 5 of this ordinance.
- (b) County staff shall remove all ashtrays and other smoking receptacles from places where smoking and tobacco products are prohibited.
- (c) The person in charge of the County building, vehicle, or grounds, or his or her designee, shall direct a person who is smoking or using a tobacco product in a prohibited area to cease and, if the person does not comply, shall contact the law enforcement having jurisdiction in the area where the violation occurred.

**Section 5. Signage**

The signs required by Section 4 must:

- (a) State in English and Spanish that smoking and the use of tobacco products are prohibited and include the universal “No Smoking and Use of Tobacco Products Prohibited” symbol.
- (b) Be of sufficient size to be clearly legible to a person of normal vision and be conspicuously posted.
- (c) Be posted at the entrance to each County building and in other locations within the building reasonably calculated to inform employees and the public of the prohibition.
- (d) Be posted in each County vehicle in areas visible to passengers, provided that their placement does not interfere with the safe operation of the vehicle. If the vehicle is used for undercover law enforcement operations, a sign is not required to be placed in the vehicle.
- (e) Be posted on County grounds in locations and at intervals reasonably calculated to inform employees and the public of the prohibition.
- (f) Be posted at the entrance to buildings in the County parks system.
- (g) Be posted on the grounds in the County parks system in locations and at intervals reasonably calculated to inform employees and the public of the prohibition.

**Section 6. Enforcement and Penalties**

- (a) Penalty for Violation. Following oral or written notice by the person in charge of an area described in Section 3, or his or her designee, failure to cease smoking or using

tobacco products or e-cigarettes constitutes an infraction punishable by a fine up to fifty dollars (\$50.00). A citation may be issued by a sworn law enforcement officer.

(b) Additional sanctions for employees. In addition to any penalty under subsection (a), employees of Chatham County who violate this ordinance shall be subject to disciplinary action.

**Section 7. Public Education**

Chatham County shall engage in an ongoing program to explain and clarify the purposes and requirements of this ordinance to employees and residents affected by it and to guide operators and managers in their compliance with it. In doing so, the County may rely upon materials and information provided by the local public health department.

**Section 8. Severability; Conflict of Laws**

If this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given separate effect and to that end, the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 9. Effective Date**

This ordinance shall be effective on January 2<sup>nd</sup>, 2020.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

ATTEST:

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

# Chatham County Tobacco-Free Ordinance Public Hearing


Chatham County Board of County Commissioners Dec 16, 2019  
L. Layton Long, Jr., Public Health Director, CCPHD  
Anna Stormzand, MPH, Health Promotion and Policy, CCPHD

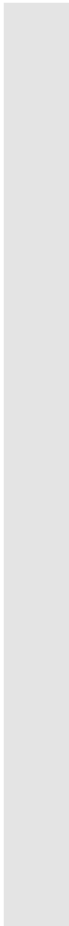




- Administrative Policy
- Approved by the County Manager in 2015
- Went into effect March 1<sup>st</sup>, 2016
- Expanded from 50-foot rule to cover all county grounds, including parks
- Includes e-cigarettes



- 
- Three-year anniversary
  - Well-received among employees and visitors
  - Very few compliance issues

- Model for other counties and local municipalities
  - Sets a positive example for youth
  - Protects visitors and employees from secondhand smoke
  - Ordinance formalizes policy
- 

## Tobacco-Free Ordinance

### Board of County Commissioners

- May adopt an ordinance that applies to unincorporated areas
- If city agrees, ordinance may apply within incorporated areas



6/6/2019

## NORTH CAROLINA COUNTYWIDE 100% TOBACCO-FREE OR SMOKE-FREE WRITTEN REGULATIONS



**LEGEND:**

- 100% Tobacco Free Policy
- 100% Smoke Free Policy
- No Written Regulation or Less than 100% Written Regulation

		Local Health Dept. Region	Government Buildings	Government Vehicles	Government Grounds	Gov't-Owned Parks Only	Recreation Areas	Public Places
CASWELL	5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CATAWBA	4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CHATHAM	5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DURHAM	5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
GRANVILLE	7	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LEE	6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORANGE	5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
RANDOLPH	6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VANCE	7	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WAKE	7	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>TOTAL # OF PLACES STATEWIDE</b>		84	63	22	29	33	2	

Thank you



# Chatham County, NC

## Text File

File Number: 19-3344

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**Agenda Date:** 12/16/2019

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Vote on a request to approve the 2021-2027 Recommended Capital Improvements Plan.



# Chatham County, NC

## Text File

File Number: 19-3356

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**Agenda Date:** 12/16/2019

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Discuss the Board of Commissioner Committee Liaison Assignments.

## Chatham County Board of County Commissioners 2016 Board & Committee Assignments

Each of the five members serves as a member of or liaison to several volunteer committees or boards that focus on specific county issues. The table summarizes each member's board and committee assignments. The list provides guidance on the most appropriate commissioner to contact about specific issues. **An asterisk (\*)** by the committees or boards listed below indicates that the commissioner is a **voting member** of this group. Groups highlighted in **RED** are required by state law. Groups highlight in **GREEN** are mandated under certain conditions that the county has met (has zoning, accepts federal funding for rental housing, etc.). Regional/state groups are in **BLUE**.

Commissioner Karen Howard District 1	Commissioner Mike Dasher District 2	Commissioner Diana Hales District 3	Commissioner Jim Crawford District 4	Commissioner Andy Wilkie District 5
<ul style="list-style-type: none"> <li>• <b>Board of Education</b> (separate elected body)</li> <li>• Chatham Partnership for Children</li> <li>• <b>Community Child Protection Team</b></li> <li>• <b>Child Fatality Team</b></li> <li>• Economic Development Corporation</li> <li>• <b>Central Piedmont Community Action</b></li> <li>• Juvenile Crime Prevention Council*</li> <li>• Library Advisory Committee</li> <li>• Central Carolina Community Board</li> <li>• Durham-Chapel Hill-Carrboro Metropolitan Planning Organization* Delegate</li> <li>• County Commissioner Advisory Board for Cardinal Innovations</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Alcohol Beverage Control Board</b></li> <li>• <b>Appearance Commission</b></li> <li>• Transportation Advisory Committee</li> <li>• Triangle Area Rural Planning Organization*</li> <li>• <b>Board of Social Services</b></li> <li>• <b>TJCOG Smart Growth Committee</b></li> <li>• <b>Board of Elections</b></li> <li>• Orange-Chatham Task Force</li> <li>• Affordable Housing Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Climate Change Advisory Committee</li> <li>• Environmental Review Advisory Committee</li> <li>• <b>NC Association of County Commissioners Environment Committee</b></li> <li>• Pittsboro-Siler City Convention &amp; Visitors Bureau Advisory Committee</li> <li>• Planning Board</li> <li>• Triangle J Council of Governments Alternate Delegate*</li> <li>• NC Association of County Commissioners Voting Delegate</li> <li>• TARPO Aleternate</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Board of Equalization &amp; Review</b></li> <li>• <b>Board of Health*</b></li> <li>• Chatham Transit Network Board</li> <li>• <b>Chatham County Council on Aging</b></li> <li>• Triangle J Council of Governments Delegate*</li> <li>• Triangle J Regional Council on Aging</li> <li>• <b>Home &amp; Community Care Block Grant*</b></li> <li>• Durham-Chapel Hill-Carrboro Metropolitan Planning Organization* Alternate Delegate</li> <li>• Orange-Chatham Task Force</li> <li>• Chatham Health Alliance</li> <li>• Chatham Economic Development Corporation</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adult Care &amp; Nursing Home Committee</b></li> <li>• Agriculture Advisory Committee</li> <li>• Chatham Trades</li> <li>• <b>Enhanced 911 Committee*</b></li> <li>• <b>Local Emergency Planning</b></li> <li>• Recreation Advisory Committee</li> <li>• <b>Research Triangle Regional Partnership*</b></li> </ul>

**NOTE:** The full Board of Commissioners also serves as the Southeast Water Board and Southwest Water Board.

**UPDATED: May 20, 2019**