



# Chatham County, NC

## Meeting Agenda - Final-revised

### Board of Commissioners

---

Monday, February 19, 2024

2:00 PM

Agriculture and Conference Center

---

#### Work Session - 2:00 PM - Agriculture & Conference Center

*NOTE: Anyone needing an accommodation to participate in the meeting should Notify the County Manager's Office at 919-542-8200 at least 24 hours prior to the meeting.*

#### **APPROVAL OF THE WORK SESSION AGENDA**

#### **PUBLIC INPUT SESSION**

*The Public Input Session is held to give residents 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**

[24-5127](#)

Receive quarterly update from VAYA Health

**Attachments:** [Vaya Chatham BOCC 2024 Q1 2-19-24](#)

[23-5101](#)

Receive Quarterly Update on American Rescue Plan Act Funds

**Attachments:** [ARPA Quarterly Update 2.19.24](#)

[24-5102](#)

Receive FY2024 Second Quarter Budget Update

**Attachments:** [FY24 2nd Quarter Budget Update](#)

[24-5130](#)

Vote to Approve the Implementation of FY 2024 Pay Study

**Attachments:** [FY2024 Pay Study Implementation](#)

[24-5121](#)

Board of Commissioners Rules of Procedures Discussion

**Attachments:** [Board of Commissioners Rules of Procedures](#)

[BOC Rules of Procedure - Electronic Meeting Language Included - April 2020](#)

[Chatham County Planning Hearing Rules](#)

[24-5109](#) Vote to Approve the allocation of \$10,000 to Bynum Front Porch on behalf of the Bynum Historic Designation for purpose of hiring a consultant to complete Bynum's nomination as a historic community with the North Carolina State Historic Preservation Office

[24-5133](#) Historical Discussion Item requested by Commissioner Delaney

### **CLOSED SESSION**

[24-5126](#) Vote to go into closed session pursuant to G.S. 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body

### **RECESS**

#### **End of Work Session**

#### **Regular Session - 6:00 PM - Agriculture & Conference Center**

*NOTE: Anyone needing an accommodation to participate in the meeting should Notify the County Manager's Office at 919-542-8200 at least 24 hours prior to the meeting.*

### **INVOCATION and PLEDGE OF ALLEGIANCE**

### **CALL TO ORDER**

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

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

[24-5104](#) Vote to update the ABC Board Board Members Terms to June 30 and Reappointment of Walter Harris and Joseph McEvoy

[24-5105](#) Vote to appoint the District 2 Appointment of David Morton with the term expiring June 30, 2024 and George Cianciolo as the At-Large member with the term expiring June 30, 2026 of the Affordable Housing Advisory Committee (AHAC)

[24-5106](#) Vote to appoint William Lambert as an Alternate member of the Board of Equalization and Review with the term expiring on December 31, 2027

[24-5136](#) Vote to approve reappointments of Peyton Holland and Sandra Nettles to the Board of Adjustment



- [24-5122](#) Vote to adopt the Resolution Supporting the Chatham and Harnett Health Sciences Center to be Included in Central Carolina Community College's Full-Time Enrollment Calculations  
**Attachments:** [Resolution Supporting CCCC](#)
- [24-5103](#) Vote to adopt the Resolution Declaring Property Surplus and Conveying to Chatham County Schools  
**Attachments:** [Resolution for Truck Donation to Chatham County Schools](#)  
[2110-Building Inspections-Chevy Colorado Asset #6971](#)
- [24-5132](#) Vote to approve grant match funds for Deep River State Trail Feasibility Study
- [24-5107](#) Vote to approve competitive bid exemption for sole source preventative maintenance service to be performed by Maxson Associates for the Modernfold Air Walls at the Chatham County Agriculture & Conference Center
- [24-5117](#) Vote to approve competitive bid exemption for sole source locksmith services to be performed by Marshall's Locksmith for all Chatham County facilities
- [24-5114](#) Vote to approve competitive bid exemption and sole source for Vertiv Corporation and Faulkner Haynes for service and maintenance on Vertiv and Liebert equipment used within the county
- [24-5134](#) Vote to approve Fiscal Year 2023-2024 Budget Amendments  
**Attachments:** [Budget Amendment 2023-2024 Feb 19](#)
- [24-5118](#) Vote to approve Tax Releases and Refunds  
**Attachments:** [January 2024 Release and Refund Report](#)  
[January 2024 NCVTS Pending Refund Report](#)
- [24-5119](#) Vote to approve the 2023 Tax Lien Advertisement
- [24-5108](#) Vote to approve the removal of the well camera service and associated fee from the Environmental Health Division
- [24-5110](#) Vote to amend the on-call contract with Freese & Nichols to provide engineering survey work for new trail at The Park at Briar Chapel
- [24-5111](#) Vote to amend the contract with Stewart Inc. to provide park design services for Parker's Ridge Park Phase I
- [24-5115](#) Vote to approve a contract with Vertiv Corporation for service and maintenance  
**Attachments:** [CPQ\\_514622\\_1\\_CHATHAM\\_COUNTY\\_EOC\\_PM](#)

- [24-5124](#) Vote to approve the contract with Hobbs Architects for the Space Needs Study/Master Plan project
- Attachments:** [Hobbs - Space Needs-Master Plan Contract](#)  
[Chatham County Facilities - Fee Proposal](#)
- [24-5135](#) Vote to approve the lease agreement with Central Carolina Community College (CCCC) for the George Lucier Sustainable Technology building on the Pittsboro campus
- Attachments:** [County Lease to CCCC - Sustainable Tech building](#)
- [24-5120](#) Vote to approve the naming of one private road in Chatham County listed as Mystic Meadow Farm Lane
- Attachments:** [Mystic Meadows Farm Ln Petition](#)  
[Mystic Meadow Farm Ln](#)  
[Mystic Meadows Farm Ln area map](#)
- [24-5128](#) Vote to approve the naming of one private road in Chatham County listed as Forest River Drive
- Attachments:** [Forest River Dr Petition](#)  
[Forest River Dr map](#)  
[Forest River Dr area map](#)
- [24-5140](#) Vote to approve the contract with North Carolina Department of Commerce, Division of Employment Security for DES to provide on-line access to claims, wage history information, and employer reference data for the Tax Department
- Attachments:** [Chatham County--MOU Renewal 2024](#)

## End of Consent Agenda

## PUBLIC INPUT SESSION

*The Public Input Session is held to give residents 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.*

## SPECIAL PRESENTATION

[24-5137](#) Vote to Approve a Resolution Honoring Black History Month

**Attachments:** [Resolution honoring Black History Month](#)

## **PUBLIC HEARINGS**

[24-5113](#) A legislative public hearing requested by Edward Holmes Jr. for a general use rezoning on Parcels 95339 and 5276, located at 190 Top Chord Way, being 22.945 acres, from R-1 Residential to Light Industrial, Cape Fear Township

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

[Top Chord Public Hearing Presentation Materials 2-5-2024](#)

[23-5066](#) A quasi-judicial public hearing requested by 1535 King Road LLC for a Special Use Permit on parcel 95385, zoned Heavy Industrial, located at 1535 King Rd., being approximately 18.685 acres, for an asphalt manufacture or refining plant, Cape Fear Township. (Applicant has requested an extension to February 2024)

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

## **BOARD PRIORITIES**

[24-5112](#) Vote to approve a request by Lydia Lavelle, on behalf of SXCW Properties II LLC to reduce and modify the Perimeter Buffer for Commercial Parcel #93106, SD-East, Briar Chapel for the installation of a septic system, pursuant to Section 9.2 of the Compact Communities Ordinance

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

[24-5129](#) Vote to approve an amendment to extend the termination date of the Early Childhood Community Assessment and Action Plan contract between Chatham County Partnership for Children and Chatham County

**Attachments:** [3-6-2023 Partnership for Children Original](#)

[12-18-2023 Partnership for Children First Amendment](#)

[2-19-2024 Partnership for Children Second Amendment](#)

## **CLERK'S REPORT**

## **MANAGER'S REPORT**

## **COMMISSIONERS' REPORTS**

## **ADJOURNMENT**



# Chatham County, NC

## Text File

File Number: 24-5127

---

**Agenda Date:** 3/18/2024

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Receive quarterly update from VAYA Health

### Introduction & Background

Vaya Health Regional Director of Community Relations Cara Townsen-Dohner will share a presentation updating the Board of Commissioners.

### Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Budgetary Impact: None

Recommendation/Motion: Receive an update.



VAYAHEALTH

# Chatham County

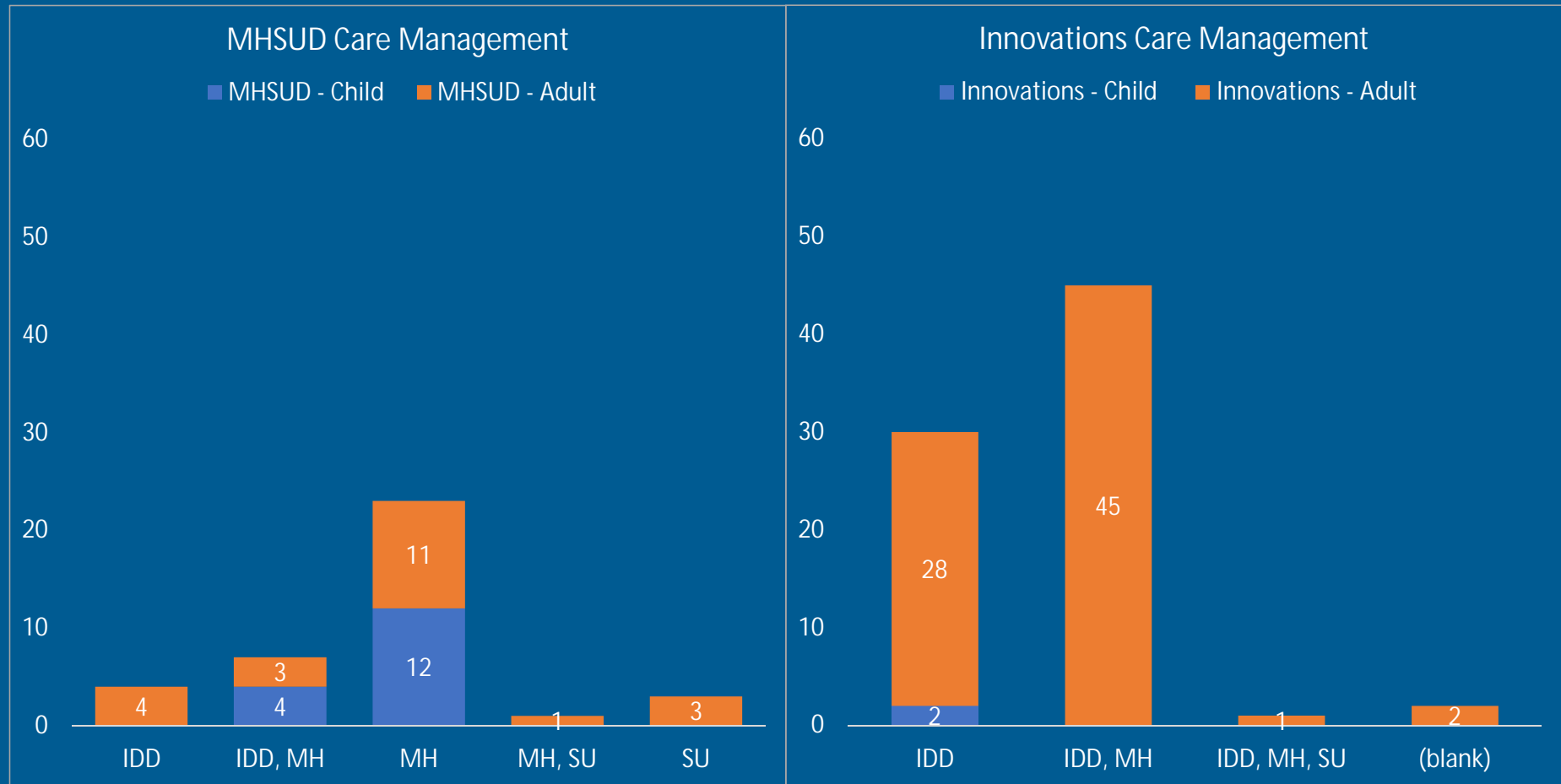
FY23-24 Q1

# Innovations Services Eligible Members



December 2023

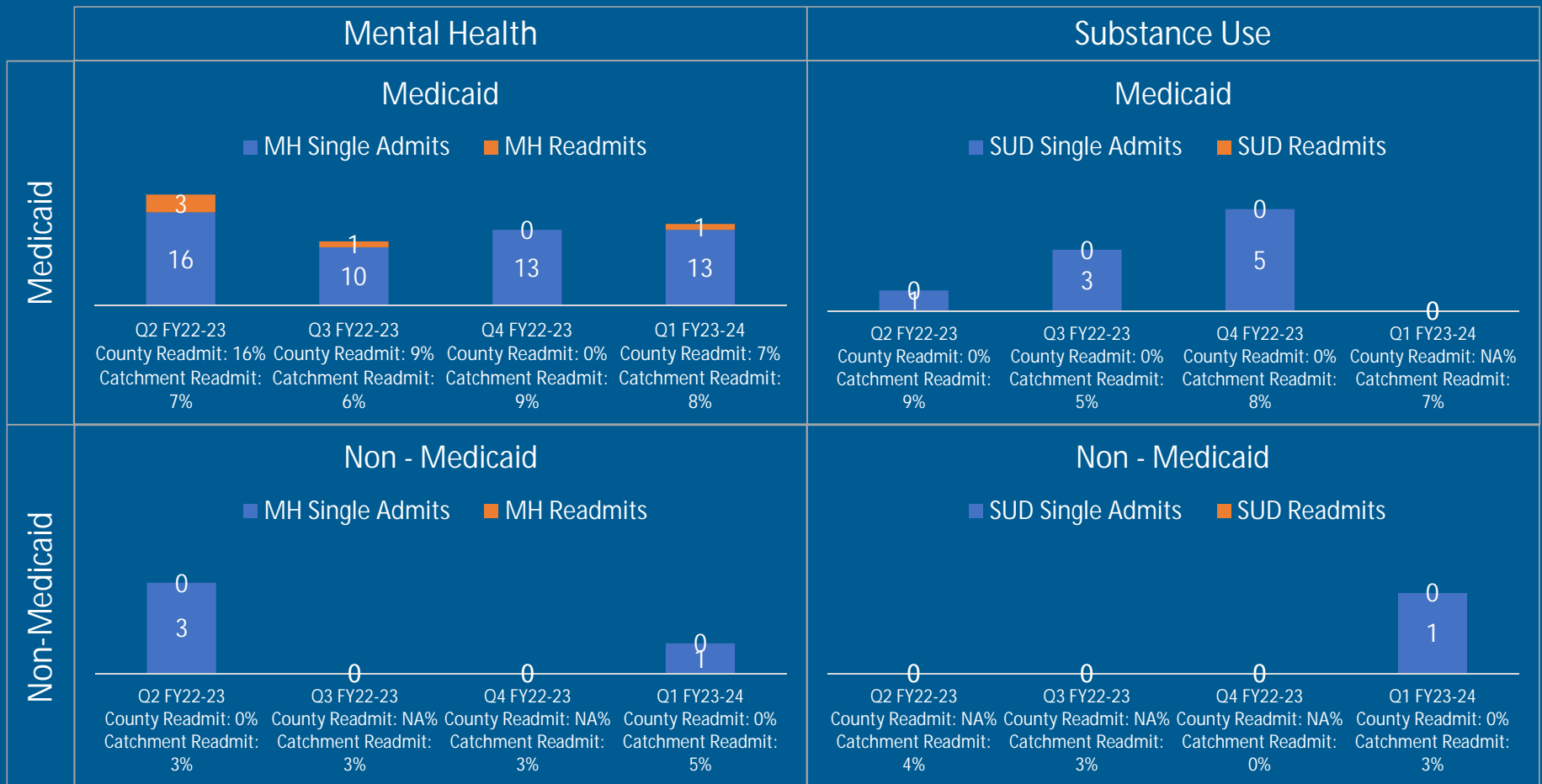
# Care Management Active Members



December 2023

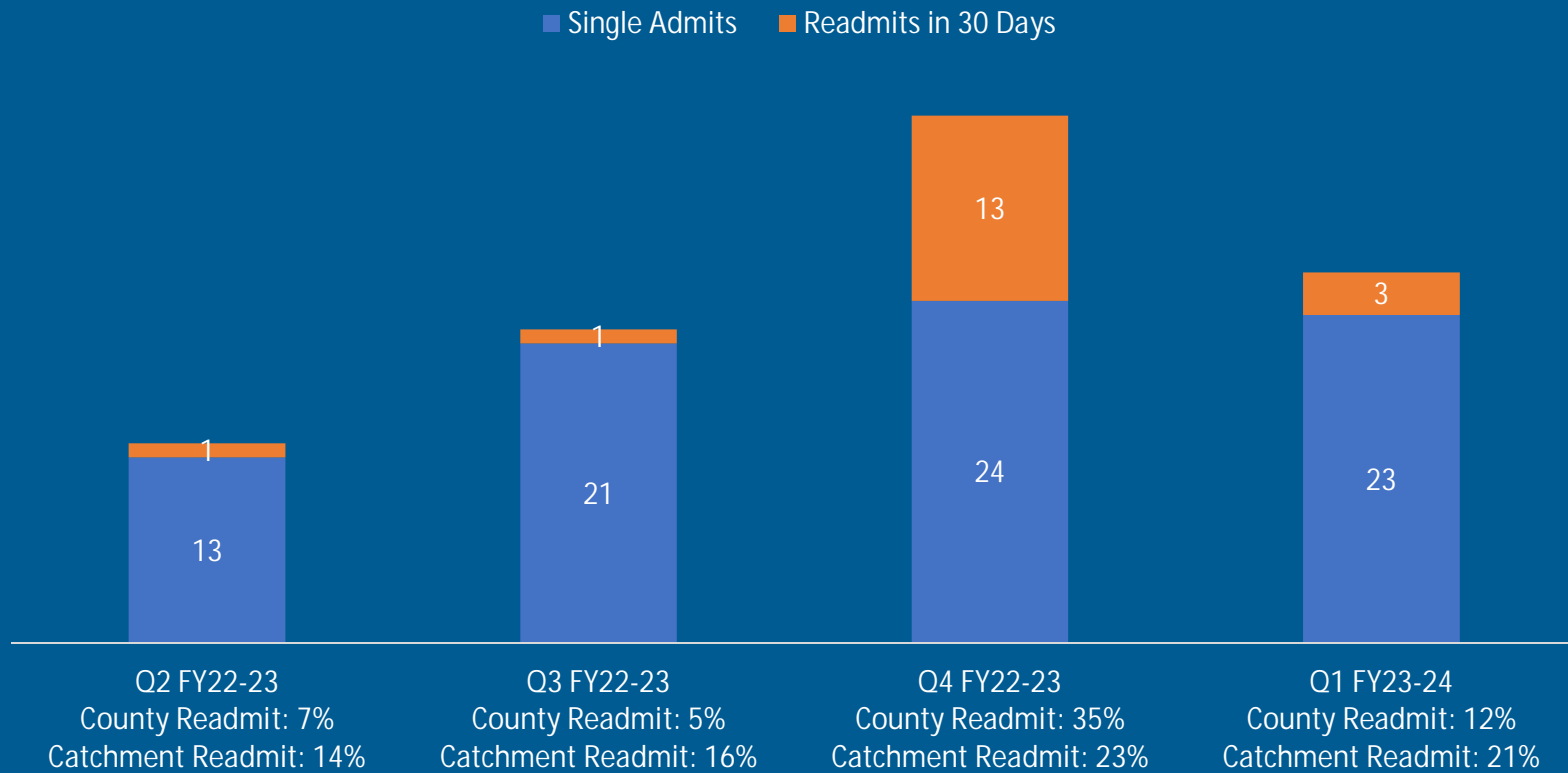
3

# Community Hospital Inpatient Admissions





# Emergency Department Admissions and Readmissions





---

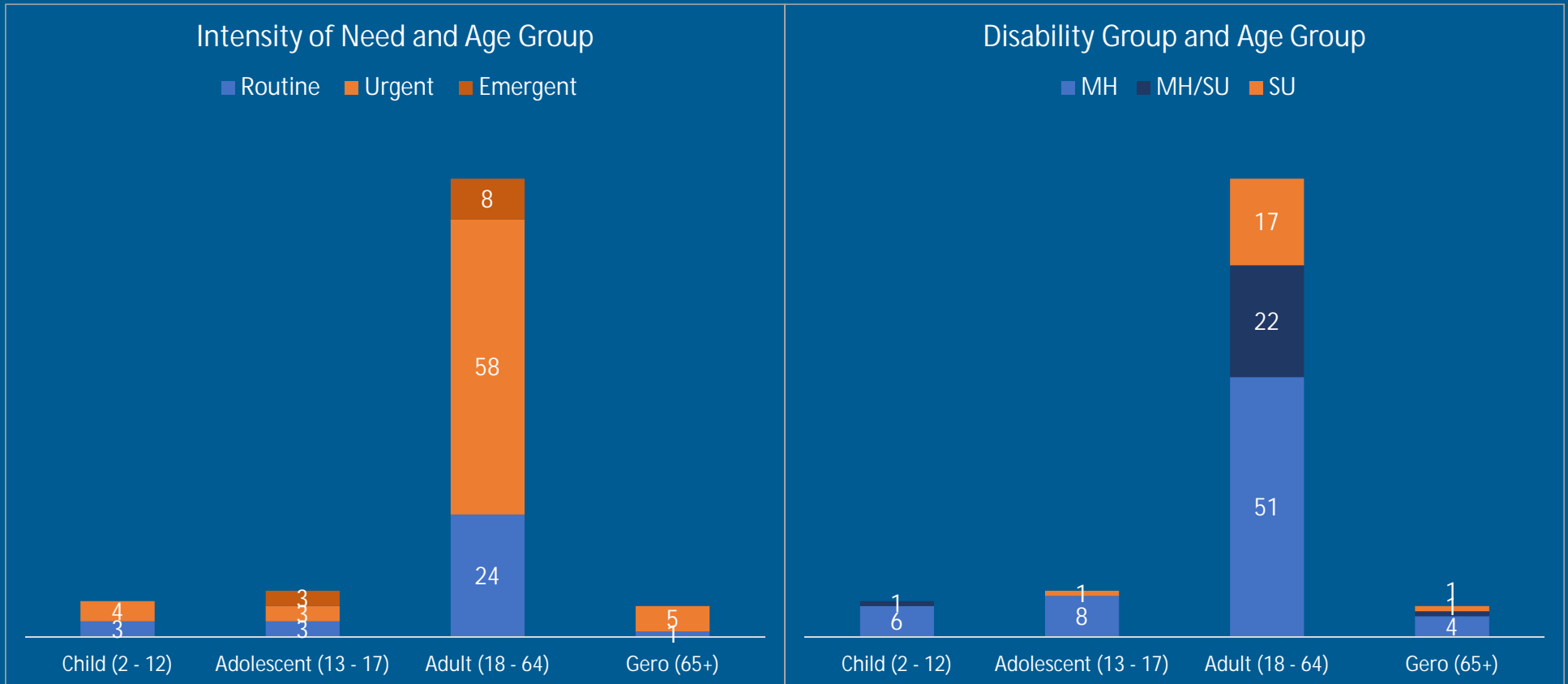
# Walk-In Centers

---

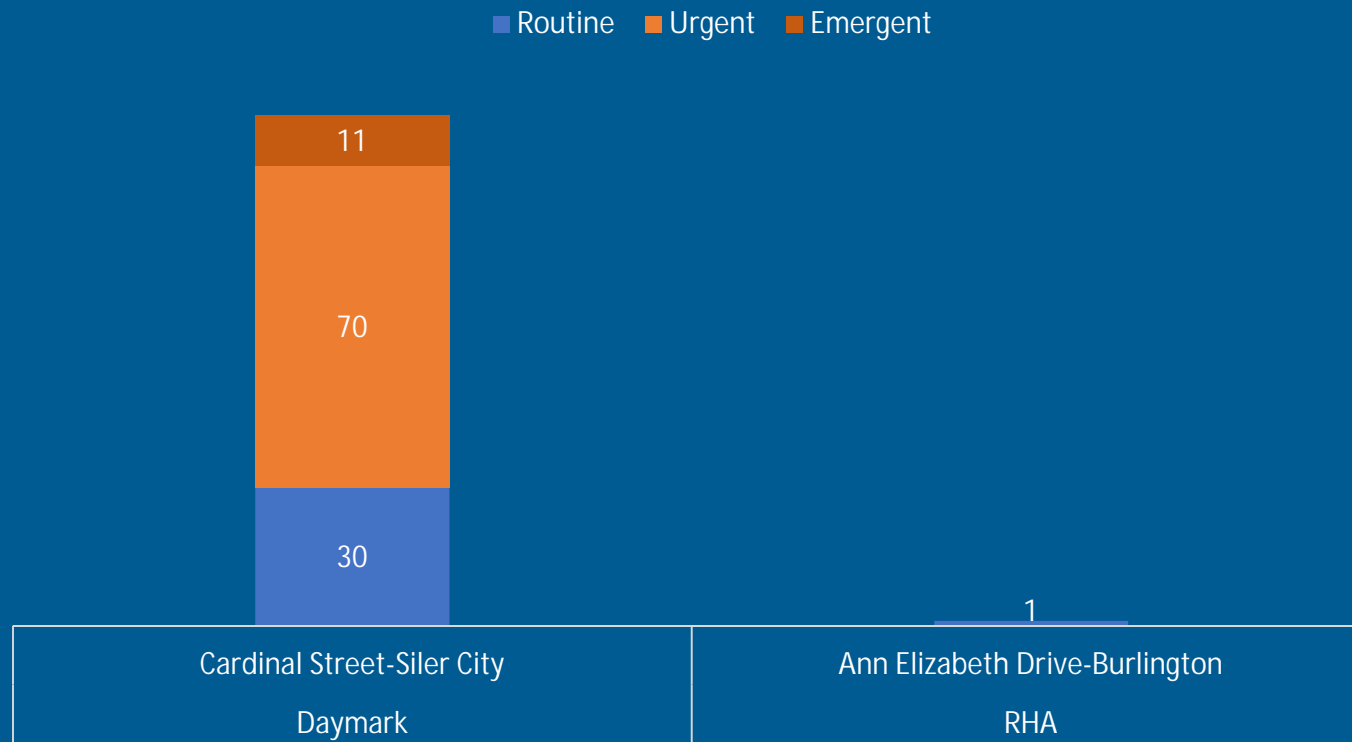
# Time to Assessment Standards at Walk-In Centers

- Time to Triage:
  - Per contractual requirements, members are to receive a face-to-face triage completed by a qualified professional or licensed professional within 15 minutes of presenting to the Walk-In Center to complete a screening to include risk evaluation and establish immediacy of need.
  
- Time to Assessment: Per contractual requirements:
  - Members triaged as routine are to receive a face-to-face assessment within 2 hours of presenting to the walk-in center.
  - Members triaged as urgent are to receive a face-to-face assessment or intervention within 1 hour of the member presenting at the walk-in center.
  - Members triaged as emergent are to receive a face-to-face treatment intervention immediately after the member is designated as emergent in screening.

# Members Served at Walk In Centers – Age Group, Intensity of Need and Diagnosis Group

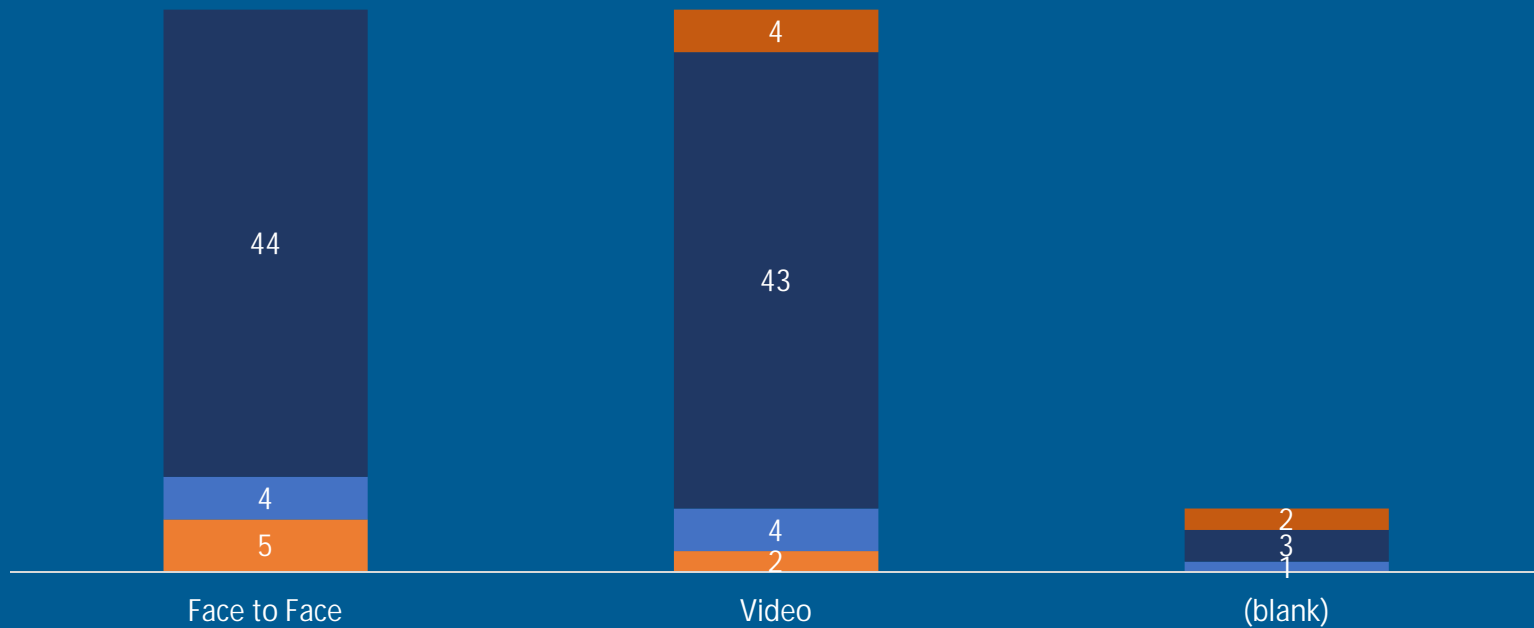


# Members Served at Walk In Centers by Site

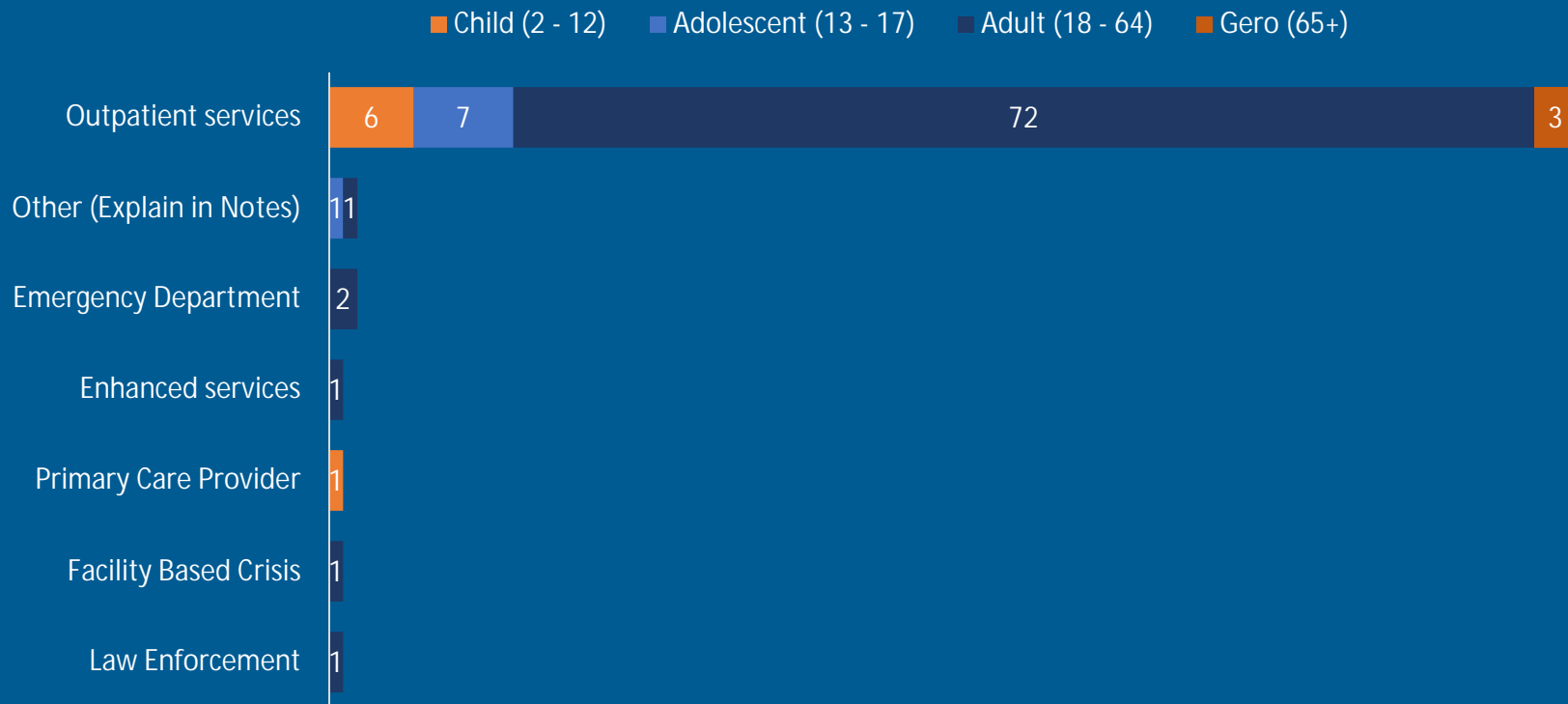


# Members Served at Walk In Centers – Type of Response

Child (2 - 12)   Adolescent (13 - 17)   Adult (18 - 64)   Gero (65+)



# Disposition of Members Receiving CCAs at Walk-in Centers





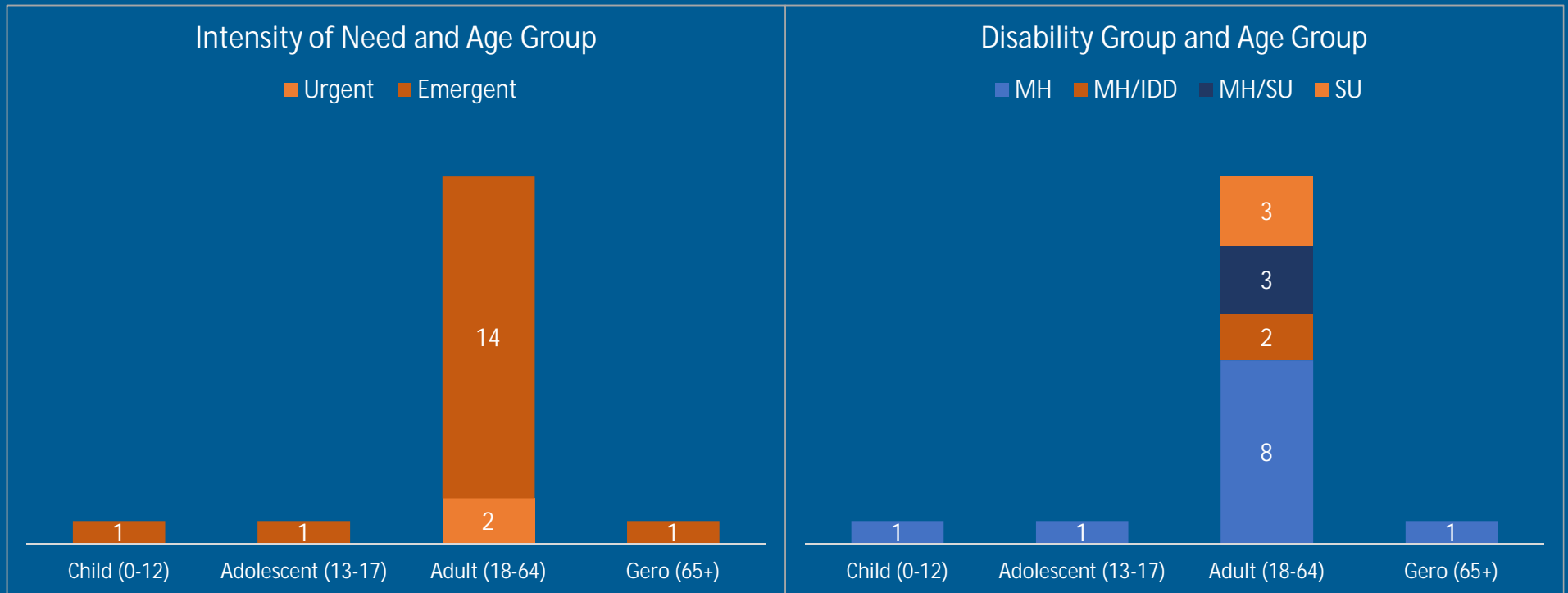
---

# Mobile Crisis Management

---



# Members Served by Mobile Crisis- Age Group, Intensity of Need and Diagnosis Group



Average time to Assessment: 0 hours, 42 minutes  
 Median time to Assessment: 0 hours, 52 minutes

# Mobile Crisis Providers







# Chatham County, NC

## Text File

File Number: 23-5101

---

**Agenda Date:** 2/19/2024

**Version:** 2

**Status:** Work Session

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

**File Type:** Agenda Item

Receive Quarterly Update on American Rescue Plan Act Funds

**Introduction & Background:** This update provides an update of projects enabled by American Rescue Plan Act Funds.

**Discussion & Analysis:**

How does this relate to the Comprehensive Plan:

**Budgetary Impact:** This is an informational presentation to update the Board of Commissioners on American Rescue Plan Act Fund Projects.

**Recommendation/Motion:** Receive Quarterly Update on American Rescue Plan Act Funds



# ARPA

# Quarterly Update

Chatham County

---

February 2023

# Final Prioritizations Review

HIGH	MEDIUM	LOW (Not Funded)
<ul style="list-style-type: none"> <li>• Parker's Ridge Park</li> <li>• GREAT Grant Match</li> <li>• DSS Housing Assistance</li> <li>• Early Childhood Assessment</li> <li>• Nonprofit Grants</li> <li>• Community Engagement for ARPA</li> <li>• Expansion of Fiber Network to Siler City</li> <li>• Vaccine Incentive</li> <li>• Detention COVID-19 Facility Modifications</li>   <li>❖ Housing Division               <ul style="list-style-type: none"> <li>• Emergency Housing/Homeless Support</li> <li>• Affordable Housing Development</li> <li>• Homelessness Service Navigator/Intern</li> <li>• Transitional Supportive Housing Units/Shelter</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Domestic Violence Shelter</li> <li>• Critical Water Infrastructure Program: Hydrant Repair Project</li> <li>• Public Health Response Needs</li> <li>• Community Resource Location</li> </ul>	<ul style="list-style-type: none"> <li>• Septic Tank Program</li> <li>• Justice Center A/V</li> <li>• COVID-19 Wastewater Monitoring</li> <li>• Premium/Bonus Pay for Eligible Essential Workers</li> </ul>

# Allocation Update

**Total Award: \$14,464,924**

**Allocated: \$10,397,393**

- **Completed** – Vaccine Incentives, Community Conversations, United Way Consultant Fee for Homelessness & Housing Stability Working Group, Early Childhood Assessment
- **Ongoing Projects** – Nonprofit Allocation, Housing Positions, United Way Consultant Fee for Homelessness & Housing Stability Working Group,, DSS Housing Assistance and Emergency Housing Support, UNC Fellows Program Intern for DSS, Substance Abuse Counselor, Parenting Educator
- **CIP** – Parkers' Ridge Park, Detention COVID Renovation, County Network Extension to Siler City, Hydrant Repair Project

**Available: \$4,067,531**

**Reserved for projects not yet started**

# DSS Housing Assistance Program

## EHAP Program

- One-time assistance payment intended to help stabilize households who are past due in rent and/or facing an eviction.
- Participants must be residents and at or below 40% AMI based on household size and be 15 days or more behind rent and/or received an eviction notice.
- 88 approved applications from June to December 2023.
- \$137,885.22 expended on program participants.
- Average assistance per family: \$1,566.89

## Implementing EHAP+ Program

- Voluntary case management program whose goal is to assist clients to develop the skills and supports necessary to sustain their current housing. This may include activities such as applying for work, vocational and educational training, mental health and/or medical services, additional social services and any other programs deemed appropriate.
- Participants must meet requirements of EHAP and receive additional rental assistance.



# Nonprofit Funding

## ARPA Nonprofit Awards

- Disbursements have been made to non-profits
- Agencies have begun implementing programs
- First programmatic reports are currently being submitted

# Treasury Update

## Obligation Interim Final Rule

- Last November, U.S. Treasury issued interim guidance, known as the “Obligation Interim Final Rule,” which sought to provide more clarity on what qualifies as an “obligation”.
- However, Treasury’s definition of “obligation” does not allow for the obligation of salaries and benefits for ARPA funded positions past December 31, 2024.
- Staff is awaiting Treasury’s “Obligation Final Rule” to see if flexibility is granted. The Final Rule will likely come out in the next few months.

Deadline for  
**expending:**  
December 31, **2026**

Deadline for  
**obligation:** December  
31, **2024**

# Thank you

William Curvin

Budget and Management Analyst

[william.curvin@chathamcountync.gov](mailto:william.curvin@chathamcountync.gov)



# Chatham County, NC

## Text File

File Number: 24-5102

---

**Agenda Date:** 2/19/2024

**Version:** 1

**Status:** Work Session

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

**File Type:** Agenda Item

Receive FY2024 Second Quarter Budget Update

Introduction & Background: Receive FY2024 Second Quarter Budget Update

Discussion & Analysis: The category level overview provides a “snapshot” of the County’s budget picture for the second quarter. This update compares the second quarter of the current fiscal year to the second quarter of the 3 most recent to give an overview of our current budgetary standing. Additionally, this update will attempt to explain any budget abnormalities.

How does this relate to the Comprehensive Plan: The FY2024 Operating Budget includes funds that further the goals within the Comprehensive Plan. This update does not have a direct impact but does discuss funds that help to further the goals of the Comprehensive Plan.

Budgetary Impact: This is an informational presentation to update the Board of Commissioners on the state of the FY2024 Budget as of the end of the second quarter.

Recommendation/Motion: Receive FY2024 Second Quarter Budget Update

# FY24 2<sup>nd</sup> Quarter Budget Update

---

# Background

---

- Includes revenues and expenditures for the first 3 months of the fiscal year (July – December)
- Is a high-level overview – not a line-item level review
- Does not include:
  - Interest Revenue
  - Transfers In or Out
  - Appropriated Fund Balance
- There is no sales tax revenue in the first quarter due to the lag between collection by the State and distribution to counties.
- Compares Revenue/Expenses by category and budget function
- Compares 2<sup>nd</sup> quarter current year to 2<sup>nd</sup> quarter for each of last 3 fiscal years and an average of those years.

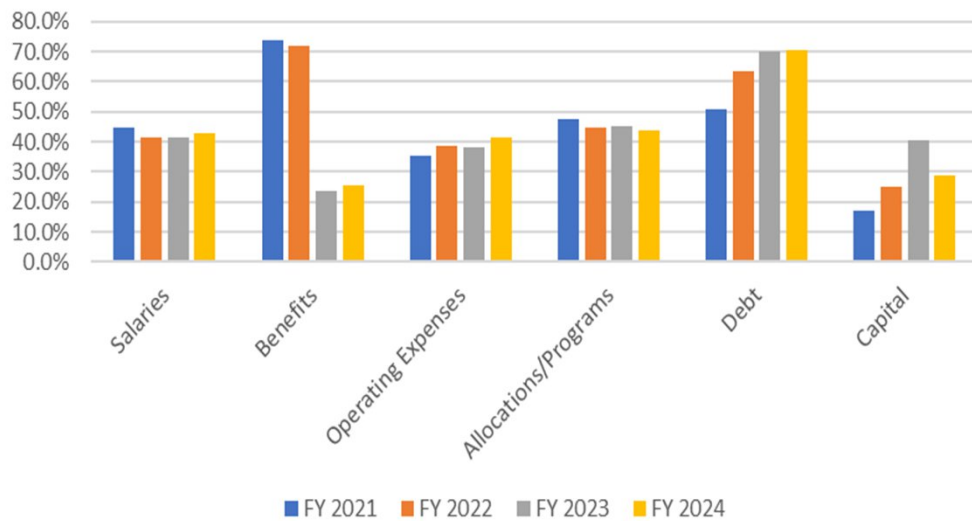
# Expenditures by Category

---

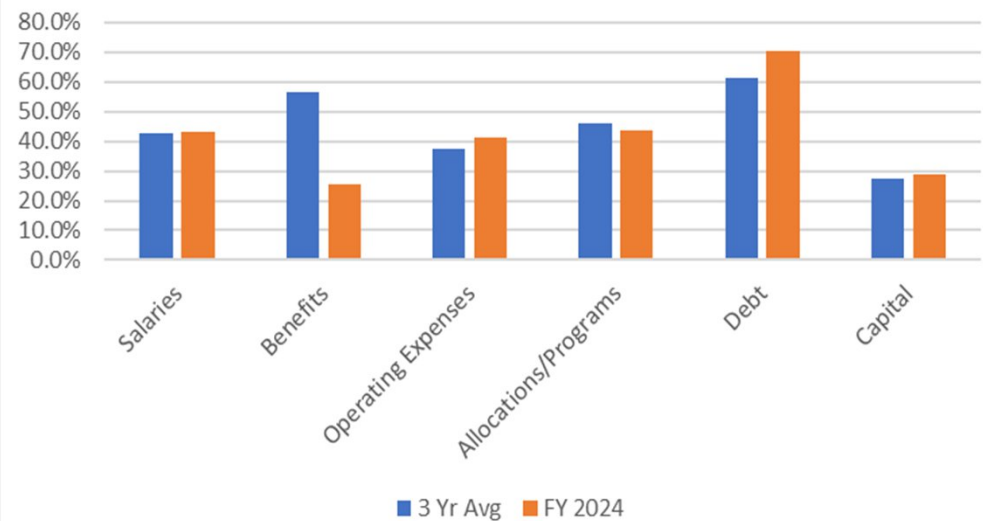
Expense	FY24 Revised Budget	Actual	YTD %
Salaries	39,181,490	16,888,154	43.1%
Benefits	17,865,009	4,549,043	25.5%
Operating Expenses	21,551,209	8,980,944	41.7%
Allocations/Programs	62,888,270	27,457,770	43.7%
Debt	24,351,816	17,127,380	70.3%
Capital	2,065,379	599,976	29.0%
Transfers Out	22,024,349	0	0.0%
<b>TOTAL</b>	<b>189,927,522</b>	<b>75,603,268</b>	<b>39.8%</b>

# Expenditures by Category

Q2 Expenses by Category



Q2 Expenses - 3 Year Average



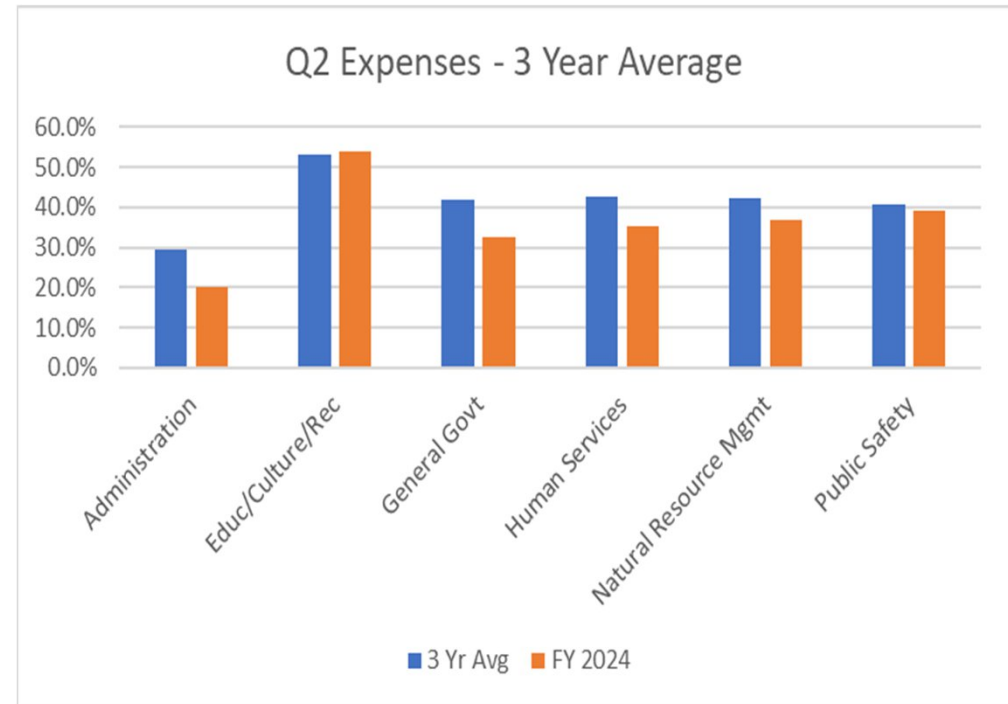
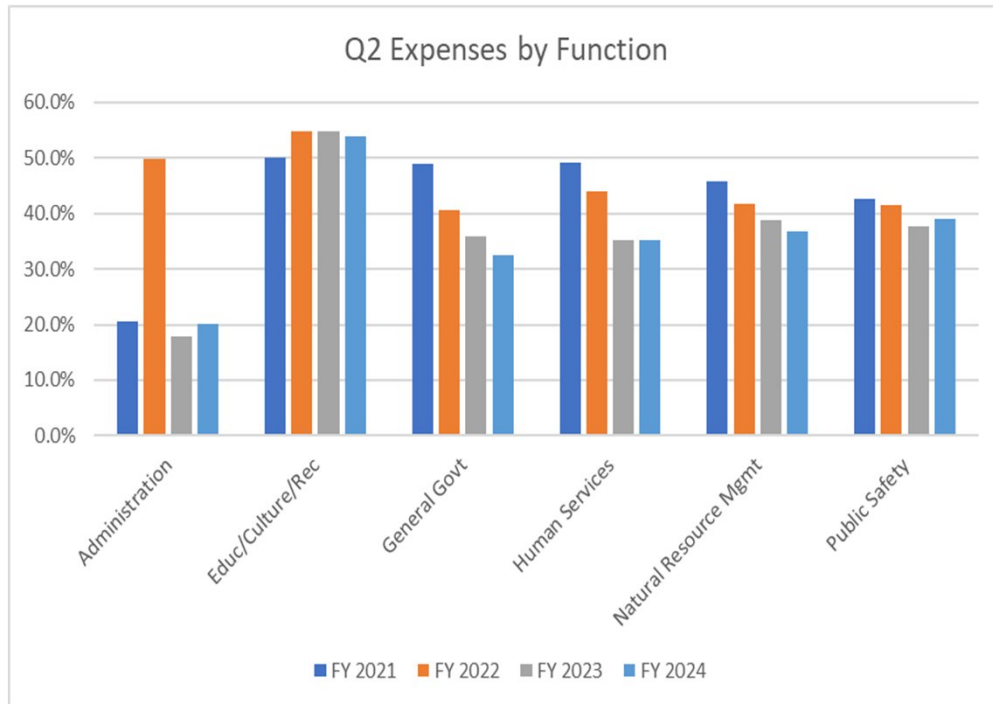


# Expenditures by Function

---

Expense	FY24 Revised Budget	Actual	YTD %
Administration	40,316,465	8,096,532	20.1%
Educ/Culture/Rec	71,841,574	38,717,596	53.9%
General Govt	5,359,108	1,744,356	32.5%
Human Services	27,668,277	9,715,948	35.1%
Natural Resource Mgmt	7,628,835	2,809,311	36.8%
Public Safety	37,113,263	14,519,525	39.1%
TOTAL	189,927,522	75,603,268	39.8%

# Expenditures by Function



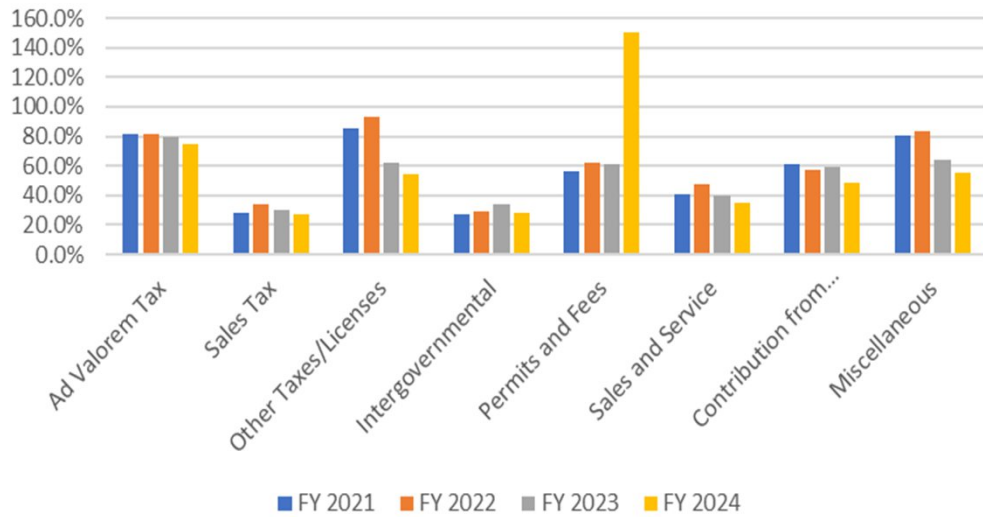
# Revenues by Category

---

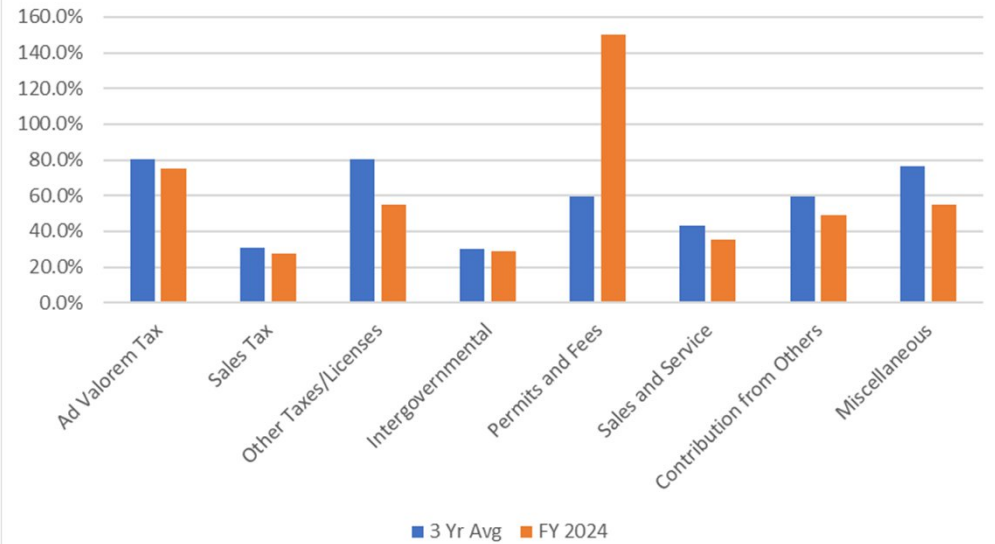
Revenue	FY24 Revised Budget	Actual	YTD %
Ad Valorem Tax	102,106,792	76,387,688	74.8%
Sales Tax	28,416,672	7,749,398	27.3%
Other Taxes/Licenses	1,420,324	776,837	54.7%
Intergovernmental	15,318,202	4,374,722	28.6%
Permits and Fees	3,639,832	5,467,347	150.2%
Sales and Service	2,990,959	1,049,198	35.1%
Interest	205,805	0	0.0%
Contribution from Others	964,953	471,052	48.8%
Miscellaneous	360,000	232,317	64.5%
Transfers In	21216210	0	0.0%
Appropriated Fund Balance	13,287,773	0	0.0%
<b>TOTAL</b>	<b>189,927,522</b>	<b>96,508,560</b>	<b>50.8%</b>

# Revenues by Category

Q2 Revenue by Category



Q2 Revenues - 3 Year Average



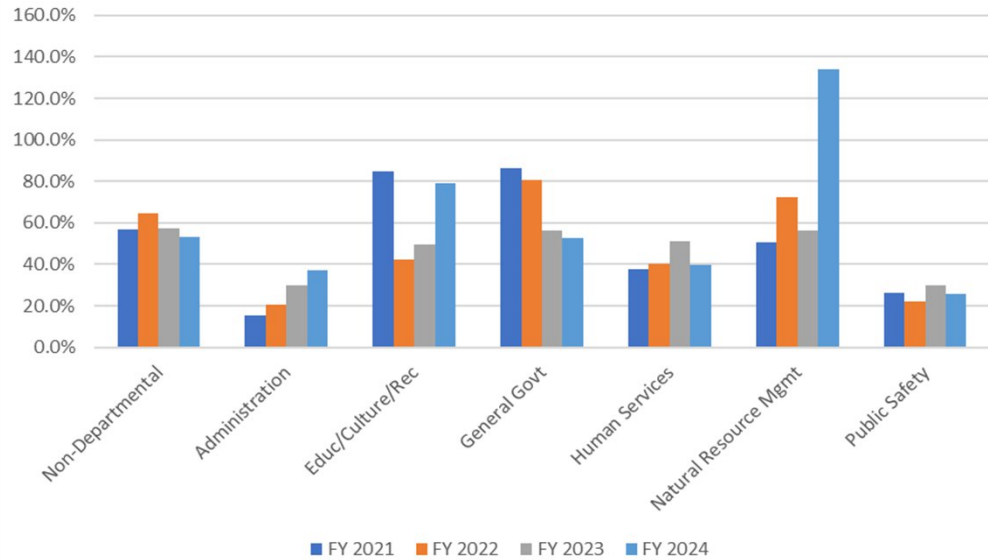
# Revenues by Function

---

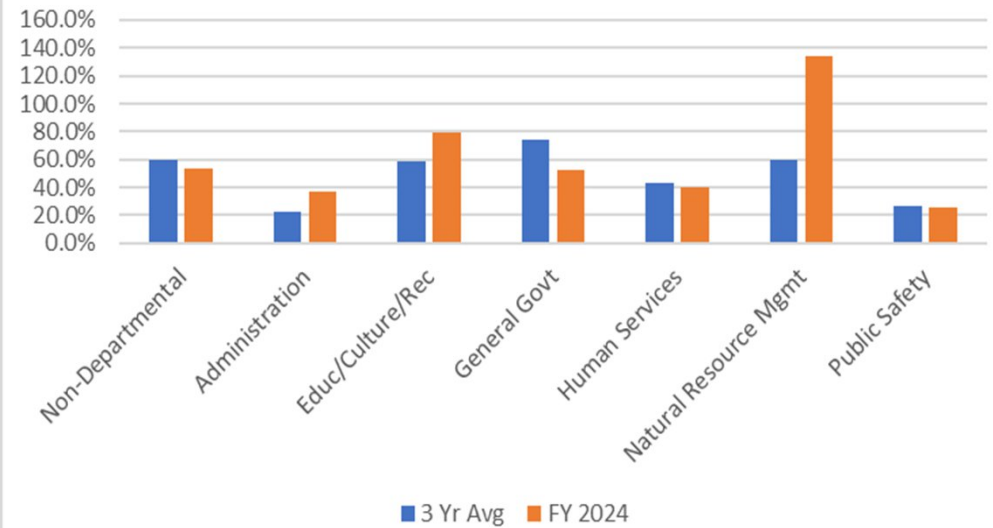
Revenue	FY24 Revised Budget	Actual	YTD %
Non-Departmental	170,308,540	84,465,028	49.6%
Administration	980,077	364,539	37.2%
Educ/Culture/Rec	478,256	377,522	78.9%
General Govt	1,893,523	995,795	52.6%
Human Services	10,167,057	4,057,209	39.9%
Natural Resource Mgmt	4,319,060	5,791,438	134.1%
Public Safety	1,781,009	457,029	25.7%
TOTAL	189,927,522	96,508,560	50.8%

# Revenues by Function

Q2 Revenues by Function



Q2 Revenues - 3 Year Average



# FY24 Revenue So Far (6 months)

Source	FY22	FY23	FY24	Growth
Register of Deeds Excise	\$957,574	\$919,049	\$663,385	-27.8%
Building Inspections	\$939,105	\$1,201,573	\$5,239,540	+336.1%
Watershed Protection	\$296,325	\$331,060	\$211,900	-36.0%
Environmental Health	\$266,935	\$199,528	\$182,894	-8.3%

# FY24 Revenue So Far (6 months)

---

Source	FY22	FY23	FY24	Growth
Locally collected Sales tax	\$5.0M	\$5.9M	\$6.5M	+11.0%
Property Tax	\$68.9M	\$71.2M	\$72.1M	+1.4%
Motor Vehicles	\$3.0M	\$3.2M	\$3.6M	+14.2%



# A Note on Revenues

---

- Development Services continues to operate at a brisk pace in Chatham County – driven largely by Inspections fees
- Register of Deeds excise tax revenues down from last year (FY22 was a historic high, FY23 was very strong)
- Inspections continues to operate at a rapid pace. FY24 is already the highest revenue year ever.
- Environmental Health revenues down from last year – driven primarily by less septic inspections
- The Ad Valorem revenue, which is our largest single source of revenue, is slightly ahead last year in both collection percentage and total collections
- We are on track to meet, or slightly exceed, budget in the Ad Valorem revenue category.
- Motor Vehicle tax, another ad valorem revenue, is performing above last year in actual collections (+450k), and is significantly ahead in total collection percent (+14%)

# Sales Tax update

---

- Through 6 months, sales tax collection is at 55.9% of budget, slightly ahead of last year (60.6%)
  - Actual sales tax collections are approximately \$1.2M ahead of last year
- Locally collected sales tax is trending at 11% year-over-year growth
  - Statewide articles trending at 3-4% year-over-year growth
- Every collection month (thus far) in FY24 has exceeded the same month in FY23
- 4 of the 5 highest collection months in Chatham have occurred in FY24
  - The 3<sup>rd</sup> highest occurred in FY23
- We are on pace to exceed budget by approximately \$1.5M (across all articles\*)

# Article 46 Sales Tax

---

- Reminder – we budgeted \$3,200,000 in Article 46 sales tax funds in FY24
  - \$2 million was budgeted towards schools
  - Following the guidance that the Board gave staff in late FY21 (and amended during the FY24 budget process), the remaining \$1,200,000 was allocated evenly across the other 3 areas authorized for use
    - Affordable Housing
    - Agricultural Preservation & Enhancement
    - Parks & Recreation
- FY24 YTD (through 6 months) Collections: \$1,935,437
  - Approximately \$200k ahead of last year in total collections
- On pace to exceed budget by approximately \$650k
  - If current collection trends hold
  - Once budget exceeded, we will bring budget amendment back to BOC for approval

# Questions?

---



# Chatham County, NC

## Text File

File Number: 24-5130

**Agenda Date:** 2/19/2024

**Version:** 1

**Status:** Work Session

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

**File Type:** Agenda Item

**Agenda Number:**

Vote to Approve the Implementation of FY 2024 Pay Study

**Introduction & Background:** As part of the FY 2024 annual operating budget, the Board of Commissioners authorized a salary study review of 1/3 of the positions within the County. The results were presented at the annual budget retreat and staff were instructed to bring back a plan for implementation for Board approval.

**Discussion & Analysis:** Funds for a pay study of 1/3 of County positions were included as part of the adoption of the FY 2024 annual operating budget, specifically focusing on public safety positions, elections staff, and maintenance technicians. The results of the pay study were presented to the Board of Commissioners on January 10th during the annual budget retreat. After the presentation, the Board instructed staff to create a plan for implementing the results of the pay study in the current fiscal year and to return that plan to the Board at a future meeting.

Staff have worked to create an implementation plan that is possible within the existing operating budget. A budget amendment moving funds between departments may be necessary later in the fiscal year; staff will monitor the affected departmental budgets and bring an amendment to the Board at a later time, if necessary. If approved, staff will implement the pay study results to be effective with the March 29th pay date.

**How does this relate to the Comprehensive Plan:** This item does not relate directly to the Comprehensive Plan; however, the employees impacted are involved in furthering the goals outlined in the Comprehensive Plan.

**Budgetary Impact:** The total budgetary impact of implementing the Pay Study results will be approximately \$190,000.

**Recommendation/Motion:** Receive presentation and a motion to approve the implementation of FY 2024 Pay Study.

# FY2024 Pay Study

---

## IMPLEMENTATION PLAN

# Overview

---

- Review of approximately 1/3 of County positions included in FY 2024 Operating Budget
  - Pay Study focused on Public Safety positions, Elections, and Facilities Maintenance Technicians
- Results of pay study were originally presented to the Board of Commissioners on January 10<sup>th</sup> during the annual budget retreat
- After presentation, Board instructed staff to develop a plan for implementing results of pay study in the current fiscal year and return to Board to provide update
- Approximate (full-year) cost of \$560,000
  - Includes salary amounts and estimated benefits costs

# Implementation Plan

---

- Propose to implement beginning with the 3/10-3/23 payroll
- Estimated total implementation cost for remainder of FY24: \$190,000
- Most affected departments have sufficient funds due to natural vacancies that have occurred during FY24
- 1-2 departments may not have sufficient funds in salary/benefit lines, but likely have sufficient funds in operating accounts
- In the event that a department does not have sufficient funds in their departmental budget at/near year-end, staff will bring budget amendment to the Board to ensure no department is over budget
  - This would be a movement of existing funds across departments – not adding to the budget



# Questions?

---



# Chatham County, NC

## Text File

File Number: 24-5121

---

**Agenda Date:** 2/19/2024

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Board of Commissioners Rules of Procedures Discussion

Introduction & Background: At the Tuesday, January 16, 2024 meeting, Commissioner David Delaney shared that he participated in a UNC School of Government course on Board Rules of Procedures. Delaney suggested having a standing committee of the Board of Commissioners to review the Board Rules of Procedures from time to time. The consensus of the Board of Commissioners was for Commissioner Delaney to meet with the County Attorney and County Clerk to discuss the Board Rules of Procedures and bring the information to the next meeting, then the Board of Commissioners can review the items and decide.

Discussion & Analysis: On January 25, 2024, Commissioner Delaney met with County Manager Dan LaMontagne, County Attorney Bob Hagemann, and County Clerk Jenifer Johnson.

Those present identified areas of updates to the Board Rules of Procedures.

Recommendation/Motion: Staff seeks guidance from the Board of Commissioners on how to proceed.

# Board of Commissioners Rules of Procedures Discussion



Monday, February 19, 2024

## Rule 2 – Organization of the Board

**Rule 2:** On the first Monday in December following a general election in which County officers are elected, the Board shall meet at the regular meeting time and place. The Board member who served as the Chair of the Board of Commissioners during the preceding year shall call the meeting to order, except if the Chair was not reelected, the duty shall fall to the Vice Chair. In the case where neither the Chair or the Vice Chair were reelected, the duty shall fall to the members of the Board of Commissioners who have already been sworn in and shall be determined by seniority. The newly elected members of the Board who are present shall take and subscribe the oath of office as the first order of business. As the second order, the Board shall elect a chair and vice chair from its members.

What is the process for choosing the Chair and Vice Chair?

## Rule 3 – Agenda Preparation

**Rule 3:** Agenda Preparation. The Clerk to the Board of County Commissioners shall prepare the agenda for each regular, special, and emergency meeting. A request to have an item of business placed on the agenda for a regular meeting, along with any supporting material, must be received by the Clerk at least two weeks before the meeting. In unusual circumstances, the Chair, Vice Chair, and/or County Manager may make exceptions to the deadline. Any Board member, by a timely request, may have an item placed on the agenda. The Board may, by majority vote, add an item to the agenda during its motion to approve the agenda.

Who places items on the agenda?

## Rule 5 – Consent Agenda

**Rule 5:** Consent Agenda. For purposes of speeding up the business of the Board and reserving valuable Board time for deliberating on important issues by dealing quickly with routine items, the Board shall use a consent agenda. Items for inclusion within the consent agenda shall be selected by the Board Chair and Vice Chair upon the recommendation of the Agenda Review Committee. Only routine and non-controversial items will be considered eligible for inclusion within the consent agenda. Consent agenda items will be grouped together on the agenda and acted upon by one motion and vote of the Board of Commissioners. At the request of any Board member or citizen, items shall be removed from the consent agenda and placed on the regular agenda. In the minutes of the meeting, actions passed in the consent agenda will be recorded individually and in full. The Clerk to the Board of Commissioners shall record each of the items with separate votes indicated, as if each item was adopted separately.

Should the request of citizen be removed?

# Rule 5A Public Input & Rule 25 Public Comment

**Rule 5A:** Public Input Session. Following approval of the consent agenda, the Board of Commissioners shall hold at each Board meeting a 30 minute session for public input. During this session the Board will hear comments from the general public on any subject, Speakers will be limited to three minutes and are required to sign up in advance. Individuals who sign up to speak, but who cannot because of time constraints, will be carried to the next meeting day and given priority.

**Rule 25:** Public Comment. Comments received by the public during the course of a meeting not in the context of a public hearing shall be made as follows:

1. A member of the public wishing to speak must raise his/her hand and be recognized by the Chair or called on by the Clerk.
2. Speakers must approach the podium and state their name and for the record. The Clerk to the Board shall have the right to interrupt the speaker if this information is not given or is not clear. Persons prevented from approaching the podium by a disability may stay seated. The Chair shall designate a staff member to obtain the person's name.
3. Before allowing public comment, the Chair should ask for a show of hands from those members of the audience who wish to speak. Generally, comments will be limited to three minutes per speaker. The time allotted for speaking may be adjusted by the Chair. The Clerk to the Board shall serve as the official time keeper.
4. Large groups of citizens may be asked to designate representatives of their group.

Should these be combined?

## Rule 8 – Parliamentarian

**Rule 8:** Parliamentarian. The Clerk to the Board or County Attorney shall rule on points of parliamentary procedure.

Should this be one individual?



## Rule 18 – Duty to Vote

**Rule 18:** Duty to Vote. It is the duty of each member to vote unless excused by a majority vote according to law. The Board may excuse members from voting on matters involving their own financial interest or official conduct. A member wishing to be excused from voting shall so inform the Chair, who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

# No Rules Identified

1. Required Ethics Training
2. Incorporate an orientation and approval of the Rules and Procedures and Ethics at the Organizational meeting in December each year.
3. Planning Rules are currently in a separate policy, and it is suggested they be incorporated into the same Rules of Procedures.

# Discussion

# **Rules of Procedure for the Chatham County Board of Commissioners**

## **PURPOSE**

Well-organized and well-run public meetings offer Board members, citizens, and the press a greater opportunity to understand proceedings and make their opinions heard. In addition, with the mandates of the Americans with Disabilities Act (ADA), it is important that public meetings be run in such a way as to facilitate participation from the disabled. Third, Rules of Procedure help orient new Board members to the procedures of the Board. Finally, it is essential that the Clerk to the Board be able to record accurately the proceedings of the Board. With these considerations in mind, the following procedures have been developed to increase the efficiency and effectiveness of the meetings of the Chatham County Board of Commissioners; they are in no way intended or designed to hinder public participation or limit deliberations by the Board.

## **AUTHORITY**

N.C. General Statute 153-41 permits a board of county commissioners to adopt its own rules of procedure if they conform to "generally accepted principles of parliamentary procedure" and do not conflict with applicable law.

## ***Open Meetings***

**Rule 1:** The public policy of the State of North Carolina and Chatham County is that the hearings, deliberations, and actions of this Board and its committees be conducted openly. Except where specifically exempted as "executive session matters" by state law, the meetings of the Chatham County Board of Commissioners shall be open to the public, and any person may attend.

## **Organization of the Board**

**Rule 2:** On the first Monday in December following a general election in which County officers are elected, the Board shall meet at the regular meeting time and place. The Board member who served as the Chair of the Board of Commissioners during the preceding year shall call the meeting to order, except if the Chair was not reelected, the duty shall fall to the Vice Chair. In the case where neither the Chair or the Vice Chair were reelected, the duty shall fall to the members of the Board of Commissioners who have already been sworn in and shall be determined by seniority. The newly elected members of the Board who are present shall take and subscribe the oath of office as the first order of business. As the second order, the Board shall elect a chair and vice chair from its members.

## **Agendas**

**Rule 3: Agenda Preparation.** The Clerk to the Board of County Commissioners shall prepare the agenda for each regular, special, and emergency meeting. A request to have an item of business placed on the agenda for a regular meeting, along with any supporting material, must be received by the Clerk at least two weeks before the meeting. In unusual circumstances, the Chair, Vice Chair, and/or County Manager may make exceptions to the deadline. Any Board member, by a timely request, may have an item placed on the agenda. The Board may, by majority vote, add an item to the agenda during its motion to approve the agenda.

**Rule 4: Agenda Packet.** The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, and supporting documentation and information relevant to the agenda items. The agenda packet will be emailed out on Thursday before the meeting and posted to the website.

**Rule 5: Consent Agenda.** For purposes of speeding up the business of the Board and reserving valuable Board time for deliberating on important issues by dealing quickly with routine items, the Board shall use a consent agenda. Items for inclusion within the consent agenda shall be selected by the Board Chair and Vice Chair upon the recommendation of the Agenda Review Committee. Only routine and non-controversial items will be considered eligible for inclusion within the consent agenda. Consent agenda items will be grouped together on the agenda and acted upon by one motion and vote of the Board of Commissioners. At the request of any Board member or citizen, items shall be removed from the consent agenda and placed on the regular agenda. In the minutes of the meeting, actions passed in the consent agenda will be recorded individually and in full. The Clerk to the Board of Commissioners shall record each of the items with separate votes indicated, as if each item was adopted separately.

**Rule 5A: Public Input Session.** Following approval of the consent agenda, the Board of Commissioners shall hold at each Board meeting a 30 minute session for public input. During this session the Board will hear comments from the general public on any subject, Speakers will be limited to three minutes and are required to sign up in advance. Individuals who sign up to speak, but who cannot because of time constraints, will be carried to the next meeting day and given priority.

**Rule 6: Order of Business.** Except where otherwise indicated, at regular meetings the Board shall proceed to its business in the following order: The order is moved around at the request of the Chair and Vice Chair at the Agenda Review Meeting.

1. Approval of the agenda
2. Approval of the consent agenda
3. Public Input Session
4. Scheduled public hearings
5. Ceremonial items and presentations
6. Administrative reports
7. Other business
8. Items and reports from Board members

Without objection from other Board members, the Chair may call items in any order most convenient for the dispatch of business.

## ***CONDUCT OF DEBATE***

**Rule 7: Powers Of The Chair.** The Chair shall preside at all Board meetings. To address the Board, members of the Board, staff, and audience must be recognized by the Chair. The Chair shall have the following powers:

1. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other Board members on this ground
2. To call a brief recess
3. To adjourn in an emergency

**Rule 8: Parliamentarian.** The Clerk to the Board or County Attorney shall rule on points of parliamentary procedure

**Rule 9: Action by the Board.** The Board shall proceed by motion. Any member, including the Chair, may make a motion. Motions shall be stated completely by the introducer. The Clerk to the Board shall have the right to interrupt the Board and request that a motion be repeated.

**Rule 10: Second Required.** Except where otherwise indicated, a motion shall require a second.

**Rule 11: Nominations.** Nominations for appointments to boards and committees shall not require a second.

**Rule 12: One Motion at a Time.** A Board member may make only one motion at a time.

**Rule 13: Substantive Motion.** A substantive motion, defined as any motion dealing with business of the Board which is not a procedural motion, is out of order while another substantive motion is pending.

**Rule 14: Adoption by Majority Vote.** A motion shall be adopted if approved by a simple majority of the votes cast, unless a larger majority is required by law.

**Rule 15: Debate.** The Chair shall state the motion, open the floor to debate, and preside according to these general principles:

1. The member making the motion or introducing the ordinance, resolution, or order shall be recognized to speak by the Chair first.
2. A member who has not spoken on the issue shall be recognized before someone who has already spoken.
3. If possible, the debate shall alternate between opponents and proponents of the measure.

**Rule 16: Procedural Motions.** In addition to substantive motions, the procedural motions listed below shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption. In order of priority (if applicable), the procedural motions are:

1. *To adjourn.* The motion may be made only at the conclusion of action on a pending matter. It may not interrupt deliberation of a pending matter.

2. *To recess.*
3. *To call to follow the agenda.* The motion must be made at the first reasonable opportunity or it is waived.
4. *To suspend the rules.* The motion requires a vote equal to a quorum.
5. *To divide a complex motion and consider it by section.*
6. *To defer consideration of an item.* A substantive motion whose consideration has been deferred may be considered after a motion to revive consideration is adopted. In any case, the substantive motion expires 100 days from the date on which consideration is deferred.
7. *To call the previous question.* The motion is not in order until there has been at least 15 minutes of debate and every member has had one opportunity to speak.
8. *To postpone consideration of an item to a certain time or day.*
9. *To refer to a committee.* Sixty days after a motion has been referred to a standing or ad hoc committee appointed by the Board of Commissioners, the introducer may compel consideration of the measure by the entire board, regardless of whether the committee has reported the matter back to the Board.
10. *To amend.* An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendment to a proposed ordinance shall be in writing.
11. *To revive consideration.* The motion is in order at any time within 100 days of a vote deferring consideration.
12. *To reconsider.* The motion must be made at the same meeting where the original vote was taken, and by a member who voted with the prevailing side. It cannot interrupt deliberation on a pending matter, but is in order any time before adjournment.
13. *To prevent consideration for six months.* The motion shall be in order only immediately following the defeat of a substantive motion. It requires a vote equal to a quorum and is valid only for six months or until the next regular election of County commissioners, whichever occurs first.

**Rule 17: Withdrawal Of a Motion.** A motion may be withdrawn by the introducer at any time before the Chair puts the motion to a vote.

**Rule 18: Duty to Vote.** It is the duty of each member to vote unless excused by a majority vote according to law. The Board may excuse members from voting on matters involving their own financial interest or official conduct. A member wishing to be excused from voting shall so inform the Chair, who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

**Rule 19: Prohibition of Secret Voting.** No vote may be taken by secret ballot. If the Board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, at which time they may be destroyed.

**Rule 20: Action by Reference.** The Board shall not deliberate, vote, or otherwise act on any matter by reference to an agenda or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted upon.

**Rule 21: Introduction Of Ordinances.** A proposed ordinance shall be deemed introduced at the first meeting at which it is on the agenda, regardless of whether it is actually considered by the Board, and its introduction shall be recorded in the minutes.

**Rule 22: Adoption, Amendment or Repeal of Ordinances.** To be adopted at the meeting where it is first introduced, an ordinance or an action with the effect of an ordinance, or any ordinance amending or repealing an existing ordinance (except the budget ordinance, a bond order, or another ordinance requiring a public hearing before adoption) must be approved by all members of the Board of Commissioners. If the proposed measure is approved by a majority but not by all the members of the Board, or if the measure is not voted on at that meeting, it shall be considered at the next regular meeting of the Board. If it then or at any time thereafter within 100 days of its introduction receives a majority of the votes cast, the measure is adopted.

**Rule 23: Quorum.** A majority of the Board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by a majority vote of the remaining members, he or she shall be counted as present for the purposes of determining whether a quorum is present. The Board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

**Rule 24: Public Hearings.** At the appointed time, the Chair shall call the hearing to order, preside over it, and, when appropriate, adjust speaker limits. When the allotted time expires, the Chair shall declare the hearing ended and the Board shall resume the regular order of business. A quorum of the Board must be present at all public hearings required by law. Speakers shall adhere to the following guidelines: Applicants have a reasonable amount of time to speak. The general public has a three minute limit per speaker.

1. Prior to the beginning of the meeting, all persons wishing to address the Board of Commissioners during a public hearing should print his/her name on the appropriate speaker's list located outside the courtroom, unless a disability prohibits the person from doing so.
2. A member of the public wishing to speak must raise his/her hand and be recognized by the Chair, or called on by the Clerk.
3. Speakers must approach the podium and state their name - (we cannot require someone to give their address) for the record.  
The Clerk to the Board shall have the right to interrupt the speaker if this information is not given or is not clear. Persons prevented from approaching the podium by a disability may stay seated. The Chair shall designate a staff member to obtain the person's name .



4. Before allowing public comment, the Chair should ask for a show of hands from those members of the audience who wish to speak. Generally, comments will be limited to three minutes per speaker. The time allotted for speaking may be adjusted by the Chair. The Clerk to the Board shall serve as the official time keeper.

5. Large groups of citizens may be asked to designate representatives of their group.

**Rule 25: Public Comment.** Comments received by the public during the course of a meeting not in the context of a public hearing shall be made as follows:

1. A member of the public wishing to speak must raise his/her hand and be recognized by the Chair or called on by the Clerk.

2. Speakers must approach the podium and state their name and for the record. The Clerk to the Board shall have the right to interrupt the speaker if this information is not given or is not clear. Persons prevented from approaching the podium by a disability may stay seated. The Chair shall designate a staff member to obtain the person's name and.

3. Before allowing public comment, the Chair should ask for a show of hands from those members of the audience who wish to speak. Generally, comments will be limited to three minutes per speaker. The time allotted for speaking may be adjusted by the Chair. The Clerk to the Board shall serve as the official time keeper.

4. Large groups of citizens may be asked to designate representatives of their group

## **Rule 26: Accommodations for the Disabled.**

1. When requested, visually and hearing impaired citizens should be seated as close as possible to the front of the room. There are also two assisted listening devices available for the courtroom.

2. All public notices and the agenda shall include a statement that the County will make all reasonable accommodations for the disabled, when requested through the Manager's Office 24 hours prior to the meeting.

Adopted the 21st day of February, 1994.

Revised August, 22 1994: Rule SA added and Rule 6 amended to include public input session.

**Rule 27: Electronic Meetings.** The Chatham County Board of Commissioners recognizes that Article 33C of Chapter 143 of the North Carolina General Statutes contemplates that official meetings of public bodies, such as the Chatham County Board of Commissioners, may take place by electronic means. In fact, §143-318.10(d) of the North Carolina General Statutes states that an official meeting is, "a meeting, assembly, or gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of the members of a public body for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting the public business within the jurisdiction, real or apparent, of the public body." The Rules of Procedure for Electronic Meetings are a guide for how the Chatham County Board of Commissioners will conduct meetings featuring electronic participation.

1. Meetings to Which These Rules Apply: These Rules of Procedure for Electronic Meetings ("Electronic

Rules”) shall apply only to meetings of the Chatham County Board of Commissioners. Citizen advisory committees may operate under a separately adopted policy pertaining to electronic meetings and advisory committees established by the Chatham County Board of Commissioners. The Electronic Rules are supplemental to the Rules of Procedure approved by the County Board of Commissioners for its meetings. Electronic Meetings can take place for any regular, special, or emergency meeting of the Chatham County Board of Commissioners, subject to the conditions governing the use of Electronic Meetings.

2. Conditions Necessary for Electronic Meetings: The Chatham County Board of Commissioners agrees that electronic meetings will only be permitted when any of the following entities declare that a state of emergency or a disaster exists in an area including Chatham County: the federal government of the United States of America; the Government of the State of North Carolina through the Governor of the State of North Carolina or other method permitted by Chapter 166A of the North Carolina General Statutes; or Chatham County, North Carolina. The state of emergency declaration or disaster declaration must be related to a distinct event that reasonable persons can agree directly affects the Chatham County (for example, a determination that an emergency exists under the National Emergencies Act related to piracy conducted by Somali pirates would not reasonably be related to Chatham County and cannot support use of electronic meetings). If no state of emergency or disaster exists, then the Electronic Rules may not be used.
3. Definition of an Electronic Meeting: An Electronic Meeting is any meeting where one or more members of the Chatham County Board of Commissioners participates through telephonic communication, or a telecommunications application which allows simultaneous communication by multiple parties, or other similar means that allows the members of the County Board of Commissioners to hold a meeting without all members being physically present in the same room.
4. Notice of Electronic Meeting: If an Electronic Meeting is necessary, a public notice of the electronic meeting shall be sent as part of any notice required by North Carolina General Statutes §143-318.12. The public notice, in addition to the information required by North Carolina General Statutes §143-318.12, shall provide:
  - a. The location of the physical meeting (which is where any member of the County Board and Staff able to attend the meeting in person shall gather); and
  - b. The location of where a member of the public, member of the media, or others, may listen to the Electronic Meeting in accordance with § 143-318.13 of the North Carolina General Statutes.

The notice shall be provided in the manner required by Article 33C of Chapter 143 of the North Carolina General Statutes. If the Electronic Meeting is being used for any part of a regular meeting that is on the meeting schedule adopted by the County Board of Commissioners, then the information required above shall be provided in a separate notice to be provided in accordance with Article 33C of Chapter 143 of the North Carolina General Statutes. Any notice provided may also be posted on the Chatham County bulletin board, website and social media accounts, if possible.

5. Quorum: Members of the County Board of Commissioners present in person or electronically, shall be included in the calculation for determining if a quorum exists of the County Board. If a member of the County Board of Commissioners who participates electronically withdraws from the meeting, the rest of the meeting may be completed provided there is still a quorum of the Chatham County Board present either in person or electronically. Any electronically participating member of the Chatham County Board of Commissioners withdrawing from the meeting, intentionally or involuntarily, shall no longer be included for purposes of the quorum calculation.
6. Process of Opening Meeting: Immediately prior to opening the meeting, the Chair, Vice Chair, or other presiding officer shall communicate with the Board of Commissioner members(s) who is (are) participating electronically and ensure that he/she is prepared to go forward. From that time forward until the adjournment of the meeting, the communication line or application shall be kept open. At the start of the meeting, the Chair, Vice Chair, or presiding official shall state which members of the County Board of Commissioners are

participating electronically.

7. **Voting and Discussion:** Commissioners present for the meeting through electronic means are eligible to vote for all items considered by the County Board of Commissioners during the meeting. Commissioners will not be permitted to join a closed session if present for the meeting through electronic means. Commissioners present for the meeting through electronic means will not be permitted to participate or vote on any quasi-judicial matters coming before the Board of Commissioners. Also, a member voting must indicate verbally with a “yes,” “no,” “yea,” “nay,” “or “abstain” (when that is permitted) such that the County Clerk or her designee may record the vote. Prior to taking a vote on any issue, the Chair, Vice Chair, or other presiding officer shall inquire of the Commissioners participating electronically if he or she has been able to adequately monitor the discussion, including comments from the public, if any, and shall allow those Commissioner to make any comments he or she desires, if they chose to not avail himself or herself of the opportunity to discuss the matter before the vote. However, it is the responsibility of the member to gain the attention of the Chair or the presiding officer in order to be recognized for discussion. A Commissioner attending through electronic means that withdraws from the meeting without being excused from further attendance shall not be considered an affirmative vote on items before Board of Commissioners. If a Commissioner attending through electronic means withdraws from the meeting, intentionally or involuntarily, the Commissioner will not be counted as an affirmative or negative vote and shall no longer be included for purposes of the quorum calculation.
8. **Minutes:** The minutes of the meeting shall designate the name of each Commissioner who participated electronically, the nature of the electronic communication, and the duration of the Commissioner’s participation.
9. **Electronic Meeting Guidelines:** The Chatham County Board of Commissioners recognizes the variability of circumstances for each declared state of emergency. The Board also recognizes the evolving nature of technology and how it might be utilized during such times as states of emergency to transact public business while maintaining necessary levels of access of and transparency to the public. In consideration of these and other factors, the Chatham County Board of Commissioners empowers the County Manager, in collaboration with the Clerk to the County Board of Commissioners and Attorney to the County Board of Commissioners, to establish a set of electronic meeting guidelines, whenever necessary, to accommodate electronic meetings of the County Board of Commissioners during states of emergency that inhibit physical meetings of the Board. Such guidelines are to be consistent with this policy, State Statutes and other relevant legal requirements.

RULES OF PROCEDURE FOR ZONING PUBLIC HEARINGS  
AND MAJOR SUBDIVISION APPLICATIONS

A. APPLICABILITY

These rules apply to: (1) statutorily required public hearings before the Board of Commissioners on rezoning, conditional rezoning, and text amendment applications; and (2) consideration by the Board of Commissioners of first plat approval for major subdivisions.

B. ORDER OF PRESENTATION

The order of presentation shall be as follows:

- a. County Staff shall present the request with sufficient detail to adequately describe the application, the location of the property affected, and any other matters relevant for consideration by the Board of Commissioners. Following the Staff presentation, the presiding officer shall open the hearing.
- b. The applicant and the applicant's agents shall have fifteen minutes total to present their request. At the conclusion of the presentation, Commissioners may ask questions of the applicant and the applicant's agents.
- c. Following the applicant's presentation, members of the public may speak in support of or in opposition to the application. Persons desiring to speak must register in advance of the hearing with the Clerk to the Board of Commissioners and will be called to speak in the order registered. Speakers shall identify themselves prior to addressing the Board. Each speaker shall be limited to not more than two minutes. Speakers may not yield any portion of their allotted time to others. Speakers may also provide written copies of their presentation to the Clerk who shall make such copies available to each member of the Board. Commissioners may ask questions of

the speakers.

- d. The applicant and the applicant's agents shall have five minutes of rebuttal.
- e. At the conclusion of the hearing, the presiding officer shall entertain a motion to close the hearing or to continue the hearing to a specified Board meeting.

C. ADDITIONAL INFORMATION

Once a hearing is closed, individuals may not address the Board of Commissioners on the matter at subsequent Board meetings unless specifically asked to by the Board. This limitation shall not, however, limit the right of the applicant or individuals to provide written comments and other relevant material to the Clerk, the Board, or individual Commissioners.

D. DEVIATION

The Board of Commissioners reserves the right to deviate from or vary the procedures, limitations, and requirements set forth in these rules, and any such deviation shall not be a basis for challenging the Board's decision regarding a zoning or subdivision application.

Note: These rules replace and supplant any previous adopted rules applicable to zoning public hearings and major subdivision plat applications.



# Chatham County, NC

## Text File

File Number: 24-5109

**Agenda Date:** 2/19/2024

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Vote to Approve the allocation of \$10,000 to Bynum Front Porch on behalf of the Bynum Historic Designation for purpose of hiring a consultant to complete Bynum's nomination as a historic community with the North Carolina State Historic Preservation Office

**Introduction & Background:**

In January 2023, Susan Crate initiated the process of getting Bynum on the National Historic Register. In March, Sarah Woodard, Survey and National Register Branch Supervisor, State Historic Preservation Office, Raleigh, came to designate the historical district boundary and to conduct a community meeting at the Bynum General Store to explain the process to residents. Following that, Susan proceeded to complete the Study List application, the first process in getting on the register, which Sarah presented at the June meeting of the Historic Register Advisory Committee. Bynum unanimously was put on the study list.

The next and final step is to hire professional consultants to complete Bynum's nomination. Susan had sent out cost estimate requests earlier in the year to understand the level of fundraising needed. The group needed to raise the amount of \$30,000. Susan put out a call to those who expressed interest in helping in the process, to form a committee, the Bynum Historic Designation committee (BHD). The group includes six other residents of Bynum to make a total of seven. The group began meeting every two weeks for two hours to create a fundraising campaign.

An important initial step was to affiliate with a 501-C3. Bynum Front Porch agreed to take BHD under their wing as their fiscal sponsor. The BHD committee focused on local fund raising and applying for grants. They set up a GoFundMe (GFM) page and rented a post office box in Bynum for those who preferred sending a check. They applied for two grants. In late fall, the BHD committee learned that they had received \$15,000 from the Marion Stedman Covington Foundation.

Over the course of the last 5 months since the BHD committee formed, they have met every two weeks and revised and refreshed their fundraising appeals to now have raised approximately \$5,000 through their fundraising effort on GFM and via checks. This in addition to the Covington grant makes their fundraising efforts now total approximately \$20,000.

**Discussion & Analysis:**

The committee is now appealing to Chatham County to help reach the goal of \$30,000 by funding \$10,000 to the project to reify and protect Bynum which is one of our county's most unique historical resources.

How does this relate to the Comprehensive Plan: 1. Preserve the rural character and lifestyle of Chatham County; 5. Conserve natural resources; 6. Provide recreational opportunities and access to open space.

Budgetary Impact: \$10,000.00

Recommendation/Motion: Motion to approve the allocation of \$10,000 to Bynum Front Porch on behalf of the Bynum Historic Designation for the purpose of hiring a consultant to complete Bynum's nomination as a historic community with the North Carolina State Historic Preservation Office.



# Chatham County, NC

## Text File

File Number: 24-5133

---

**Agenda Date:** 2/19/2024

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Historical Discussion Item requested by Commissioner Delaney

### Introduction & Background:

Commissioner Delaney requested the addition of this agenda item.

### Discussion & Analysis:

Commissioner Delaney asked for a discussion about the county's organization to address and provide public funding to any historical groups or undertakings.

How does this relate to the Comprehensive Plan:

Budgetary Impact:

Recommendation/Motion: Commissioner Delaney will discuss.





# Chatham County, NC

## Text File

File Number: 24-5126

---

**Agenda Date:** 2/19/2024

**Version:** 1

**Status:** Board Priorities

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Vote to go into closed session pursuant to G.S. 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body

Recommendation/Motion: Motion to go into closed session pursuant to G.S. 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.



# Chatham County, NC

## Text File

File Number: 24-5104

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Appointment

**Agenda Number:**

Vote to update the ABC Board Board Members Terms to June 30 and Reappointment of Walter Harris and Joseph McEvoy

Introduction & Background: The purpose of the ABC Board is to oversee the operation of the county's ABC stores. This board is governed by NCGS 18B-700 and bylaws, which state that this committee shall consist of five (5) members appointed by the Chatham County Board of Commissioners who will serve three-year staggered terms.

Discussion & Analysis:

Below is a list of the current board members and term expirations:

Christie Harrelson - May 2, 2025 - new term June 30, 2025

Walter Harris - January 5, 2024 - new term June 30, 2027

Joseph McEvoy - December 21, 2023 - new term June 30, 2026

Larry Miller - June 17, 2024 - new term June 30, 2024

Debra Oldham - June 30, 2026

The ABC Board Staff has first requested that the appointments all end in the same month to eliminate further confusion with the terms of the board members. Staff are suggesting that as new appointments or re-appointments are made the terms be changed. Therefore, the terms of the current members will be adjusted to reflect this request. The terms will be corrected to June 30 of the expiring year for each member.

The two reappointments currently are for Walter Harris with an expiration of June 30, 2027, and Joseph McEvoy with an expiration of June 30, 2026.

How does this relate to the Comprehensive Plan: Goal 4: Diversify the tax base and generate more quality, in-county jobs to reduce dependence on residential property taxes, create economic opportunity and reduce out-commuting.

Budgetary Impact: No Impact on the Budget.

Recommendation/Motion: A motion to update the current ABC Board members terms to expire to June 30 on the expiring year and to reappoint Walter Harris with an expiration of June 30, 2027 and Joseph McEvoy with an expiration of June 30, 2026 to the ABC Board.



# Chatham County, NC

## Text File

File Number: 24-5105

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Appointment

**Agenda Number:**

Vote to appoint the District 2 Appointment of David Morton with the term expiring June 30, 2024 and George Cianciolo as the At-Large member with the term expiring June 30, 2026 of the Affordable Housing Advisory Committee (AHAC)

Introduction & Background:

The Affordable Housing Committee is charged with:

- Reviewing affordable housing policies and procedures and providing recommendations and comments to advise County leadership.
- Understanding the Chatham County Affordable Rental Housing Strategy Toolbox and helping to implement priorities.
- Providing feedback and assistance in developing additional strategies to support affordable homeownership opportunities and transitional housing in Chatham County.
- Helping to promote opportunities related to affordable housing like fair housing workshops, request for proposals, and surveys.
- Submitting an Advisory Committee Summary Annual Report to the Chatham County Board of Commissioners

Discussion & Analysis:

Below is a list of the current members along with the expiration dates:

District 1 - Gail Friedman - 6/30/2026  
District 1 - Alirio Estevez - 6/30/2025  
District 2 - David Morton - 6/30/2024  
District 2 - Sharon Taylor Gray - 6/30/2026  
District 3 - Susan Levy - 6/30/2025  
District 3 - Gary Cox - 6/30/2026  
District 4 - Mary Gillogly - 6/30/2024  
District 4 - Tiffany Stuflick - 6/30/2024  
District 5 - Vacant - 6/30/2026  
District 5 - Vacant - 6/30/2025  
At-Large - George Cianciolo - 6/30/2026  
Goldston - Vacant  
Pittsboro - John Foley  
Siler City - Donald Matthews

Mayor Kyle Shipp resigned as the Town of Pittsboro appointment and the Town of

Pittsboro appointed John Foley as their representative. Therefore, this left a vacancy in District 2 and Chair Dasher is appointing David Morton.

Stephanie Dixon has resigned and leaves a vacancy in District 5 for Commissioner Gomez-Florez to appoint, which makes available two vacancies for District 5.

The last vacancy is an At-Large seat. AHAC recommended the appointment of George Cianciolo.

How does this relate to the Comprehensive Plan: Goal 9: Provides equitable access to high-quality education, housing and community options for all and Goal 10: Fosters a healthy community.

Budgetary Impact: None

Recommendation/Motion: Motion to appoint the District 2 Appointment of David Morton with the term expiring June 30, 2024 and George Cianciolo as the At-Large member with the term expiring June 30, 2026 of the Affordable Housing Advisory Committee (AHAC).



# Chatham County, NC

## Text File

File Number: 24-5106

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Appointment

**Agenda Number:**

Vote to appoint William Lambert as an Alternate member of the Board of Equalization and Review with the term expiring on December 31, 2027

### Introduction & Background:

The purpose of the Board of Equalization and Review is to hear, and review appeals of listings and valuations placed upon taxable property located within Chatham County.

This board is governed by NCGS 105-322 and consists of five members, one from each Commissioner's district, each having one vote. Two alternates shall also be appointed by the full Board of Commissioners.

Below is a list of the current board members and term expirations:

District 1 - Peter Hewitt - December 31, 2024

District 2 - Sandra Nettles - December 31, 2024

District 3 - Lilliam Alston - December 31, 2024

District 4 - Bibi Haddad - December 31, 2025

District 5 - Tom Bender - December 31, 2024

Alternate - William Lambert - December 31, 2027 (Proposed)

Alternate - Vacant

How does this relate to the Comprehensive Plan: Goal 4: Diversify the tax base and generate more quality, in-county jobs to reduce dependence on residential property taxes, create economic opportunity and reduce out-commuting.

Budgetary Impact: No Impact on the Budget.

Recommendation/Motion: Motion to appoint William Lambert as an Alternate member of the Board of Equalization with the term expiring on December 31, 2027.



# Chatham County, NC

## Text File

File Number: 24-5136

---

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Appointment

**Agenda Number:**

Vote to approve reappointments of Peyton Holland and Sandra Nettles to the Board of Adjustment

Introduction & Background: Both Sandra Nettles and Peyton Holland are eligible for reappointment to another three year term on the Board of Adjustment.

Discussion & Analysis: Commissioner Dasher wishes to reappoint Sandra Nettles to represent District 2 and Commissioner Kenlan wishes to reappoint Peyton Holland to represent District 4. Both Nettles and Holland will have a term expiring June 30, 2027.

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

Budgetary Impact: N/A

Recommendation/Motion: Motion to approve reappointments of Peyton Holland and Sandra Nettles to the Board of Adjustment



# Chatham County, NC

## Text File

File Number: 24-5122

---

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Resolution

**Agenda Number:**

Vote to adopt the Resolution Supporting the Chatham and Harnett Health Sciences Center to be Included in Central Carolina Community College's Full-Time Enrollment Calculations

Introduction & Background: Lee County Board Chair Kirk Smith requested that the Chatham County Board of Commissioners adopt a resolution supporting the Full Time Enrollment (FTE) formula that is currently penalizing the Harnett and Chatham Central Carolina Community College campuses.

Recommendation/Motion: Motion to adopt a Resolution Supporting the Chatham and Harnett Health Sciences Center to be Included in Central Carolina Community College's Full-Time Enrollment Calculations and have the Clerk to the Board send to the State Legislators representing Chatham County.



Established 1771

**CHATHAM COUNTY COMMISSIONERS**

Mike Dasher, Chair  
Karen Howard, Vice Chair  
Franklin Gomez Flores  
David Delaney  
Katie Kenlan

**COUNTY MANAGER**

Dan LaMontagne

---

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

**Resolution of the Chatham County Board of Commissioners**

**SUPPORTING THE CHATHAM AND HARNETT HEALTH SCIENCES CENTERS TO BE INCLUDED IN CENTRAL CAROLINA COMMUNITY COLLEGE'S FULL-TIME ENROLLMENT CALCULATIONS**

**WHEREAS**, Central Carolina Community College (CCCC) has proudly served Chatham, Harnett, and Lee Counties for more than 50 years as a top-ranked public educational leader providing high quality, in-demand programs and training; and

**WHEREAS**, CCCC is leading an innovative workforce development ecosystem, developing a robust talent pipeline to support unprecedented economic growth in central North Carolina, supporting the healthcare sector, as well as more than eighty (80) area manufacturing industries; and

**WHEREAS**, CCCC receives \$1.2M in supplemental funding to operate the main campuses in Harnett and Chatham Counties through multi-campus center funding; and

**WHEREAS**, CCCC is the largest rural community college in North Carolina, with a service area geographically larger than the state of Rhode Island, meeting students where they are via twenty (20) sites and campuses; however, only students who attend classes on the Chatham Main Campus or the Harnett Main Campus are included in multi-campus center funding calculations; and

**WHEREAS**, any non-contiguous campuses, such as CCCC's new state-of-the-art Health Sciences Centers in Chatham and Harnett, are excluded from being counted toward the three hundred (300) Full-Time Enrollment (FTE) threshold required to obtain multi-campus center funding; and

**WHEREAS**, the location of the Centers were strategically picked by the respective County Commissioners to serve the counties effectively (and cost efficiently), while still maintaining the natural connection to the county-specific main campuses; and

**WHEREAS**, these Centers are considered to be part of the county-specific main campuses and share joint provosts, joint education navigators, joint financial aid representatives, the same libraries, the same bookstores, the same cash management/business office services, and have shared administrative assistants; and

**WHEREAS**, arbitrarily excluding these sites' FTE from the county-specific main campus unduly burdens CCCC, limiting its ability to best provide training and education, and potentially impacting the college's funding; and



**WHEREAS**, this interruption in funding based on the unique nature of CCCC's counties/campuses is detrimental to students, industries, and the community at large served by CCCC.

**NOW, THEREFORE, BE IT RESOLVED** that the Chatham County Board of Commissioners supports the proposal for the NC General Assembly to adopt formal language to prevent the unintended consequences of SBC (18 SBCCC 200.3} (c}{9}), with proposed wording as follows:

The Full-Time Enrollment (FTE} earned at Central Carolina Community College's Health Sciences Centers in Harnett (<3 miles) and Chatham Counties (< 9 miles} shall be included in the FTE calculation for the Harnett Main and Chatham Main multi-campus centers, respectively, as approved by the State Board of Community Colleges. The Health Sciences Centers are part of the operations of the Main Campuses and share programmatic and administrative support staff and services.

Adopted, this the 19<sup>th</sup> day of February.

---

Mike Dasher, Chair  
Chatham County Board of Commissioners

**ATTEST:**

---

Jenifer K. Johnson, MMC, Clerk to the Board  
Chatham County Board of Commissioners



# Chatham County, NC

## Text File

File Number: 24-5103

---

**Agenda Date:** 2/19/2024

**Version:** 2

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

**In Control:** Finance

**File Type:** Resolution

Vote to adopt the Resolution Declaring Property Surplus and Conveying to Chatham County Schools

Introduction & Background: Chatham County Schools has a need for a vehicle for one of the schools in Moncure.

Discussion & Analysis: VIN# 1GCDT196258237376 has been approved as County surplus and is no longer in use.

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

Budgetary Impact: N/A

Recommendation/Motion: A motion to adopt the Resolution Declaring Property Surplus and Conveying to Chatham County Schools.



**CHATHAM COUNTY COMMISSIONERS**

Mike Dasher, Chair  
Karen Howard, Vice Chair  
Franklin Gomez Flores  
David Delaney  
Katie Kenlan

**COUNTY MANAGER**

Dan LaMontagne

---

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

## **Resolution of the Chatham County Board of Commissioners**

### Declaring Property Surplus and Conveying Property

**WHEREAS**, Chatham County has identified property they no longer need or use which includes (1) 2005 Chevrolet Colorado VIN 1GCDT196258237376; and

**WHEREAS**, by authority of N.C.G.S. 160A-274 authorizing the County to convey to other governments in North Carolina declaring surplus and adopting a resolution; and

**WHEREAS**, Chatham County Schools is a qualifying North Carolina government and in need of said surplus items;

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

**Section 1:** The property identified above is declared surplus.

**Section 2:** That the Board agrees to convey the identified property from Chatham County to Chatham County Schools.

Adopted, this the 19<sup>th</sup> day of February.

---

Mike Dasher, Chair  
Chatham County Board of Commissioners

**ATTEST:**

---

Jenifer K. Johnson, MMC, Clerk to the Board  
Chatham County Board of Commissioners



# Chatham County Asset Disposal Form

**Asset Information:**

Contact Person:  
David Camp

Department: 2110 - Building Inspections  
If other:

Property Type: Vehicle

Serial Number (VIN): 1GCDDT196258237376

Reason: Safety Issue

Asset Number: 6971

License Plate #: 17711V

Asset(s) Description:  
Colorado Pickup truck

Asset(s) Current Condition:  
Poor

This form is complete to the best of my knowledge.

**Department Head Signature:**

eSigned via SeamboraDocu.com  
*David Camp*  
Key: 4e17a4b1fe3c5d745b37ae58421ab92

**Effective Date:**

March 01, 2023

Finance Officer Signature:

**To Be Completed by Finance:**

Asset Action:  Transfer to other Dept.  Sell on GovDeals  Salvage for Parts  
 Donate  Demolish/Recycle  Other If Other - Description: FY24 Auction

If GovDeals:

If Demolish/Recycle:

Auction #:

Facility Dude #:

Net Sale \$:

**Department Asset is Transferring to:**

Department:

Reason:

## GovDeals Vehicle Inspection Form

<b>Inventory ID:</b> _____	<b>Asset Number:</b> 6971	<b>Fair Market Value:</b> _____																	
<b>Short Description:</b> Year <u>2005</u> Make <u>Chevrolet</u> Model <u>Colorado</u>																			
<b>VIN:</b> <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td>1</td><td>G</td><td>C</td><td>D</td><td>T</td><td>1</td><td>9</td><td>6</td><td>2</td><td>5</td><td>8</td><td>2</td><td>3</td><td>7</td><td>3</td><td>7</td><td>6</td> </tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			1	G	C	D	T	1	9	6	2	5	8	2	3	7	3	7	6
1	G	C	D	T	1	9	6	2	5	8	2	3	7	3	7	6			
<b>Odometer:</b> <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td>1</td><td>6</td><td>2</td><td>8</td><td>3</td><td>8</td> </tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers    Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N: _____			1	6	2	8	3	8											
1	6	2	8	3	8														
<b>Long Description:</b> This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine- Type:</b> 3.5 <u>L</u> , V in-line <u>5</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid <b>Engine Condition:</b> <input type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition <b>Repairs needed:</b> <u>Check Engine light On For EVAP System</u> This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles <b>Date Removed From Service:</b> <u>3/1/2023</u> <b>Maintenance Records:</b> <input type="checkbox"/> Available <input checked="" type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual <u>Speed</u> Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition <b>Repairs Needed:</b> _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive    Condition: _____																			
<b>Exterior:</b> Color: <u>White</u> Windows: <input type="checkbox"/> No Cracked Glass <input checked="" type="checkbox"/> Cracked <u>Windshield</u> Minor: <input type="checkbox"/> Dents <input type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings    Tire Condition: <u>Good</u> Tread: <u>7/32</u> #Flat <u>0</u> Hubcaps # <u>4</u> Major Damage to: _____ Additional Damage: _____ Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed    or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input checked="" type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
<b>Interior:</b> Color <u>Gray</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>Drvers seat torn</u> Damage to Dash/Floor: _____ Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																			
<b>Location of Asset:</b> <u>Old County Garage</u> <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			



# Chatham County, NC

## Text File

File Number: 24-5132

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Parks and Recreation

**File Type:** Agenda Item

Vote to approve grant match funds for Deep River State Trail Feasibility Study

### Introduction & Background:

The Planning and Parks & Recreation Departments are pursuing funding for a Feasibility Study for the Deep River State Trail in Chatham County through the Central Pines Rural Council (CPRC). The feasibility study will identify a corridor for development of a multi-modal land-based trail in Chatham County along the Deep River, extending 28 miles from Carbondon to the confluence of the Deep and Haw rivers, at the mouth of the Cape Fear River in Moncure.

The Deep River State Trail is recognized in the county's 2019 Parks and Recreation Master Plan as an opportunity to develop outdoor recreation opportunities in the southern region of Chatham County. The Deep River State Trail steering committee has identified a feasibility study for the Chatham County corridor as one of its objectives for the state trail in 2024.

### Discussion & Analysis:

The funds are available through a State Planning and Research program offered through the North Carolina Department of Transportation. Only RPO's can apply for the funding on behalf of their constituents.

Central Pines Rural Planning Organization, which Chatham County pays membership dues to, will oversee applying, managing, and working with NCDOT. Our role as the county will be developing the scope of the project and assisting in the steering committee, public engagement, and providing general guidance and consultancy to the study. A 10% cash match is required for the project. Other potential funding sources generally require a higher match.

Grant award notification is expected in July of 2024. It is anticipated that the RFP and hire process, along with the expected project timeline will push the project into FY26 thus spanning multiple fiscal budgets.

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

This project falls under the scope of goal six from the Comprehensive Plan, which is to provide recreational opportunities and access to open space. It also relates to goal ten, fostering a healthy community, by supporting active lifestyles.

**Budgetary Impact:**

Total project cost is budgeted at \$250,000. The 10% match for consideration is \$25,000.00.

**Recommendation/Motion:**

Motion to approve the grant match of \$25,000 for the Deep River State Trail Feasibility Study in Chatham County through Pines Rural Council (CPRC).



# Chatham County, NC

## Text File

File Number: 24-5107

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Finance

**File Type:** Contract

**Agenda Number:**

Vote to approve competitive bid exemption for sole source preventative maintenance service to be performed by Maxson Associates for the Modernfold Air Walls at the Chatham County Agriculture & Conference Center

Introduction & Background: North Carolina G.S. 143-129(e)(6) authorizes the purchase of a service when performance or price competition is not available.

Discussion & Analysis: At the Chatham County Agriculture & Conference Center, the main exhibit hall and the meeting rooms are all able to be separated by moveable air walls. The air walls that are installed were manufactured by Modernfold. These air walls require annual preventative maintenance and have needed some periodic repairs. Modernfold has enacted territorial restrictions on the sales and service of their products, giving only one dealer near Pittsboro the possibility of performing our necessary work. For our district, Maxson Associates is the affiliated dealer/servicer.

Maxson has furnished the County a one-year (with two additional renewals) proposal to perform the needed preventative maintenance. As Maxson is the only certified vendor, the County has not been able to secure additional quotes.

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

Budgetary Impact: Year one = \$5,482.00; Year two = \$6,032.00; Year three = \$6,632.00 - for a three-year total of \$18,146.00.

Recommendation/Motion: Motion to approve competitive bid exemption for sole source preventative maintenance service to be performed by Maxson Associates for the Modernfold Air Walls at the Chatham County Agriculture & Conference Center.





# Chatham County, NC

## Text File

File Number: 24-5117

**Agenda Date:** 2/19/2024

**Version:** 2

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

**In Control:** Finance

**File Type:** Agenda Item

Vote to approve competitive bid exemption for sole source locksmith services to be performed by Marshall's Locksmith for all Chatham County facilities

Introduction & Background: North Carolina G.S. 143-129(e)(6) authorizes the purchase of a service when performance or price competition is not available.

Discussion & Analysis: To provide a higher level of security at the County facilities, the County uses a restricted keyway for all keyed locks. This keeps staff or other key-holders from being able to go just anywhere to have their keys made. Our previous locksmith has gone out of business and the County has asked Marshall's Locksmith to handle these needs. By using a restricted keyway, Marshall's is the only locksmith in the Chatham County area that can furnish the hardware and keys needed for this keyway.

The County is requesting Marshall's Locksmith as the sole source provider of locksmith services due to the non-competitive nature of the restricted keyways.

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

Budgetary Impact: None

Recommendation/Motion: Motion to approve competitive bid exemption for sole source locksmith services to be performed by Marshall's Locksmith for all Chatham County facilities.



# Chatham County, NC

## Text File

File Number: 24-5114

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Emergency Operations

**File Type:** Agenda Item

Vote to approve competitive bid exemption and sole source for Vertiv Corporation and Faulkner Haynes for service and maintenance on Vertiv and Liebert equipment used within the county

Introduction & Background: North Carolina G.S. 143-129(e)(6) authorizes the purchase of a service when performance or price competition is not available.

The county uses Vertiv and Liebert equipment within critical infrastructure throughout the county. This equipment must be maintained and serviced regularly by qualified technicians authorized to work on the equipment.

### Discussion & Analysis:

Vertiv, through one of their local authorized vendors, Faulkner Haynes, provides personnel with the necessary training and authorization to work on the equipment, including proprietary software within the systems.

How does this relate to the Comprehensive Plan: Ensure public safety through adequate resources, plans, and partnerships to keep people and property safe.

Budgetary Impact: n/a

Recommendation/Motion: Motion to approve competitive bid exemption and sole source for Vertiv Corporation and Faulkner Haynes for service and maintenance on Vertiv and Liebert equipment used within the county.



# Chatham County, NC

## Text File

File Number: 24-5134

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Finance

**File Type:** Agenda Item

Vote to approve Fiscal Year 2023-2024 Budget Amendments

**Introduction & Background:** During the fiscal year, the budget must be amended as changing conditions warrant. The fiscal year 2023-2024 budget ordinance authorizes the County Manager to transfer funds within a department without limitation. The Manager may also transfer amounts of up to \$5,000 between departments of the same fund and transfer amounts up to \$50,000 from contingency with a memorandum report of such transfers to the Board. The Board must approve all other transfers.

**Discussion & Analysis:** The attached proposed amendments must be approved by the Board of Commissioners for Fiscal Year 2024.

The County Extension department's budget is being increased by \$30,000 of rollover funding to cover the FPP/CoCS Study from the University of Mount Olive.

The Recreation, Housing, and Land Preservation department's Reserves are being increased by \$289,859 respectively to cover additional transfer of Article 46 Sales Tax from FY2023 in the total amount of \$869,577.

The EDC department's budget is being increased by \$100,000 with an increase in State Grant funding to cover the payment of the Building Reuse Grant for Conveyor Tech, LLC/ Project Colt.

The Non-Profit department's budget is being increased by \$13,200 with an increase from contingency to cover Foundant Technologies software expenses.

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

**Budgetary Impact:** The proposed amendments increase the General Fund by \$1,012,777 and the appropriated fund balance by \$899,577.

**Recommendation/Motion:** Motion to approve Fiscal Year 2023-2024 budget amendments as proposed by staff.

**FY 2024 Budget Amendments**

**General Fund-Prior Year Rollover**

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
General	County Extension	Appropriated Fund Balance	30,000		FY 2022 Rollover Amendment
General	County Extension	Prg - ARPA Enabled		30,000	Farmland Protection Plan
General	General Services	Appropriated Fund Balance	869,577		FY2023 Additional Article 46 Sales Tax
General	Recreation	Transfer Out - Capital Reserve		289,859	Recreation
General	General Services	Transfer Out - Capital Reserve		289,859	Housing
General	General Services	Prg - Ag Preservation		289,859	Agriculture - Land Preservation
<b>Total General Fund Budget Increase (Decrease):</b>			<b>899,577</b>	<b>899,577</b>	
FY24 General Appropriated Fund Balance:			5,000,000		
Additional Appropriation with Amendments:			9,820,096		
FY24 Total General Appropriated Fund Balance:			14,820,096		

FY 2024 Budget Amendments

General Fund

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
General	EDC	State Funds	100,000		
General	EDC	Prg - State Expense		100,000	Conveyor Tech, LLC/Project Colt/Project Grant Funds
<b>Total General Fund Budget Increase (Decrease):</b>			<b><u>100,000</u></b>	<b><u>100,000</u></b>	

FY 2024 Budget Amendments

General Fund

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
General	Non-Profit	Contingency		(13,200)	
General	Non-Profit	Maintenance-Software		13,200	Foundant Technologies
<b>Total Transfers from Contingency:</b>				<u><u>13,200</u></u>	



# Chatham County, NC

## Text File

File Number: 24-5118

---

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Tax Office Assessor

**File Type:** Agenda Item

Vote to approve Tax Releases and Refunds

Action Requested: Vote 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: Motion to approve Tax Releases and Refunds.

correction_id	property_key	source	year	correction_status	correction_status_id
2021013671	0006592	RE	2023	POSTED	3
2021013761	0009900	RE	2023	POSTED	3
2021013759	0009900	RE	2023	POSTED	3
2021013763	0063763	RE	2022	POSTED	3
2021013765	377671B	PP	2023	POSTED	3
2021013766	377672B	PP	2023	POSTED	3
2021013711	965885	PP	2021	POSTED	3



status_desc	correction_type	correction_type_id	type_desc
Completed	FFARELEASE		8 Flat Fee Change - Release
Completed	VALUENONDISCOVERY		16 Value Change - Non-Discovery
Completed	VALUENONDISCOVERY		16 Value Change - Non-Discovery
Completed	VALUENONDISCOVERY		16 Value Change - Non-Discovery
Completed	VALUERELASE		17 Value Change - Release
Completed	VALUERELASE		17 Value Change - Release
Completed	VALUERELASE		17 Value Change - Release

change_reason	notes	date_posted	original_taxable_value
SOLID WASTE FEE CHANGE		1/2/2024 0:00	381350
PUV ROLLBACK		1/24/2024 0:00	50244
PUV ROLLBACK		1/23/2024 0:00	18600
PUV ROLLBACK		1/24/2024 0:00	23691
LATE LIST PENALTY CHANGE		1/26/2024 0:00	60610
LATE LIST PENALTY CHANGE		1/26/2024 0:00	40590
SOLD PP ASSET		1/9/2024 0:00	3120

current_taxable_value	original_tax_billed	current_tax_billed	total_amount	session_id
381350	3155.67	3155.67	0	26
76132	399.44	605.25	205.81	26
50244	147.87	399.44	251.57	26
147782	185.51	1157.14	971.63	26
60610	1363.82	742.47	-621.35	26
40590	557.19	456.64	-100.55	26
0	23.32	0	-23.32	26

datetime1	datetime2	refund_amount
1/1/2024 0:00	1/31/2024 0:00	274
1/1/2024 0:00	1/31/2024 0:00	322.42
1/1/2024 0:00	1/31/2024 0:00	3334.42
1/1/2024 0:00	1/31/2024 0:00	32429.82
1/1/2024 0:00	1/31/2024 0:00	909.25
1/1/2024 0:00	1/31/2024 0:00	174.1
1/1/2024 0:00	1/31/2024 0:00	25.14

names	total_value	original_interest
E W L ESTATES LLC	0	0
FALLOWS WYNNS+LLC	25888	0
FALLOWS WYNNS+LLC	31644	0
HALL TERESA K, KIRK EDWARD	124091	0
ADVANCE STORES COMPANY INC	0	0
ADVANCE STORES COMPANY INC	0	0
	-3120	0

current_interest	original_penalty	current_penalty	total_int	total_pen
0	0	0	0	0
4.12	0	0	4.12	0
5.03	0	0	5.03	0
106.88	0	0	106.88	0
-17.83	270.07	0	-17.83	-270.07
-3.41	70.14	0	-3.41	-70.14
0	2.33	0	0	-2.33



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
AGLER, LARRY EUGENE	AGLER, LARRY EUGENE		139 ABBEY VIEW WAY		CARY, NC 27519	Adjustment >= \$100	0065265116	HMR5079	AUTHORIZED	299479911	Refund Generated due to adjustment on Bill #0065265116-2023-0000-00
BALDWIN, CHRISTOPHER THOMAS	BALDWIN, CHRISTOPHER THOMAS	BALDWIN, KATHERINE THERESE	255 BOONE ST		CHAPEL HILL, NC 27516	Proration	0058599800	DKE9752	AUTHORIZED	199101466	Refund Generated due to proration on Bill #0058599800-2022-0000-00
BASTIAN, JOSEPH CHARLES JR	BASTIAN, JOSEPH CHARLES JR		12906 MOREHEAD		CHAPEL HILL, NC 27517	Proration	0063512366	PJE4879	AUTHORIZED	199505134	Refund Generated due to proration on Bill #0063512366-2023-0000-00
BAUMAN, DENNIS MICHAEL	BAUMAN, DENNIS MICHAEL	BAUMAN, CAROL JEAN	214 LYSTRA RIDGE RD		CHAPEL HILL, NC 27517	Proration	0033729278	DLE2807	AUTHORIZED	199804136	Refund Generated due to proration on Bill #0033729278-2023-0000-00
BLACK, DOUGLAS WILLIAM	BLACK, DOUGLAS WILLIAM	MCDERMOTT, MARYBETH	805 ELDRIDGE LOOP		CARY, NC 27519	Proration	0074126307	KFT7981	AUTHORIZED	299025630	Refund Generated due to proration on Bill #0074126307-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Over Assessment	01/22/2024	1/29/2024 9:34:47 AM
ie	Vehicle Sold	01/10/2024	1/12/2024 5:22:07 PM
ie	Vehicle Sold	01/19/2024	1/29/2024 9:34:56 AM
ie	Vehicle Sold	01/25/2024	1/25/2024 10:51:22 AM
ie	Vehicle Sold	01/16/2024	1/16/2024 9:51:25 AM





North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$68.15)	\$0.00	(\$68.15)
23	Tax	(\$34.32)	\$0.00	(\$34.32)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$102.47
00	Tax	(\$108.39)	\$0.00	(\$108.39)
07	Tax	(\$19.23)	\$0.00	(\$19.23)
			Refund	\$127.62
00	Tax	(\$351.34)	\$0.00	(\$351.34)
07	Tax	(\$65.65)	\$0.00	(\$65.65)
			Refund	\$416.99
00	Tax	(\$14.93)	\$0.00	(\$14.93)
07	Tax	(\$2.79)	\$0.00	(\$2.79)
			Refund	\$17.72
00	Tax	(\$9.59)	\$0.00	(\$9.59)
23	Tax	(\$4.83)	\$0.00	(\$4.83)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$14.42



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
BLICE, CHRIS DAVID	BLICE, CHRIS DAVID	BLICE, DEBORAH LAMBERT	267 CHATHAM FOREST DR		PITTSBORO, NC 27312	Proration	0054973782	6545DU	AUTHORIZED	199350648	Refund Generated due to proration on Bill #0054973782-2023-0000-00
BRADLEY, LEE HARRELL	BRADLEY, LEE HARRELL		PO BOX 1172		PITTSBORO, NC 27312	Proration	0001326664	NSX5083	AUTHORIZED	199203922	Refund Generated due to proration on Bill #0001326664-2023-0000-00
CABALEIRO, JOSE MANUEL	CABALEIRO, JOSE MANUEL	CABALEIRO, MARIELA MARTINEZ	4017 LILA BLUE LN		RALEIGH, NC 27612	Proration	0055490902	CJ47648	AUTHORIZED	200154758	Refund Generated due to proration on Bill #0055490902-2022-0000-00
CHAFFKIN, LINDA MICHELLE	CHAFFKIN, LINDA MICHELLE		119 BECKINGHAM LOOP		CARY, NC 27519	Proration	0061682870	RCB1093	AUTHORIZED	299256573	Refund Generated due to proration on Bill #0061682870-2022-0000-00
CLARK, DARRYL WAYNE	CLARK, DARRYL WAYNE		340 LANDRUM CREEK DR		SILER CITY, NC 27344	Adjustment < \$100	0075933366	83510	AUTHORIZED	199505210	Refund Generated due to adjustment on Bill #0075933366-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	01/16/2024	1/16/2024 12:13:57 PM
ie	Vehicle Totalled	01/12/2024	1/12/2024 10:41:51 AM
ie	Vehicle Sold	01/31/2024	2/2/2024 11:39:18 AM
ie	Reg . Out of state	01/19/2024	1/29/2024 9:34:56 AM
ie	Adjustment	01/19/2024	1/19/2024 4:03:52 PM



North Carolina Ver

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$51.20)	(\$2.56)	(\$53.76)
21	Tax	(\$32.89)	(\$1.65)	(\$34.54)
			Refund	\$88.30
00	Tax	(\$18.09)	\$0.00	(\$18.09)
06	Tax	(\$3.76)	\$0.00	(\$3.76)
			Refund	\$21.85
00	Tax	(\$119.95)	\$0.00	(\$119.95)
07	Tax	(\$21.28)	\$0.00	(\$21.28)
			Refund	\$141.23
00	Tax	(\$90.34)	\$0.00	(\$90.34)
23	Tax	(\$46.87)	\$0.00	(\$46.87)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$137.21
00	Tax	(\$12.67)	\$0.00	(\$12.67)
06	Tax	(\$2.64)	\$0.00	(\$2.64)
			Refund	\$15.31



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
COHEN, BETTY FRANKLIN	COHEN, BETTY FRANKLIN	COHEN, GEORGE STUART	71006 EVERARD		CHAPEL HILL, NC 27517	Proration	0042053910	PJL1582	AUTHORIZED	199504902	Refund Generated due to proration on Bill #0042053910-2022-0000-00
COTO, KIMBERLY DAWN	COTO, KIMBERLY DAWN		132 JOHN HENRY DR # B		SILER CITY, NC 27344	Proration	0067330040	TCP8494	AUTHORIZED	199653010	Refund Generated due to proration on Bill #0067330040-2022-0000-00
CRAWFORD, SPOFFORD LEROY JR	CRAWFORD, SPOFFORD LEROY JR		30 FUTRELL RIDGE CT		CHAPEL HILL, NC 27517	Proration	0073120521	KHC8185	AUTHORIZED	199652696	Refund Generated due to proration on Bill #0073120521-2022-0000-00
DAVIS, JEAN CAROL	DAVIS, JEAN CAROL		228 FALCONS WAY		PITTSBORO, NC 27312	Proration	0070772097	KAZ8238	AUTHORIZED	198945366	Refund Generated due to proration on Bill #0070772097-2022-0000-00
DEITSCH, LAURA JEAN	DEITSCH, LAURA JEAN		29 QUARTER GATE TRCE		CHAPEL HILL, NC 27516	Adjustment < \$100	0058819614	HML7050	AUTHORIZED	199505208	Refund Generated due to adjustment on Bill #0058819614-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	01/19/2024	1/19/2024 1:28:06 PM
ie	Vehicle Sold	01/22/2024	1/22/2024 11:08:26 AM
ie	Vehicle Sold	01/22/2024	1/29/2024 9:34:56 AM
ie	Vehicle Sold	01/09/2024	1/9/2024 8:40:47 AM
ie	Adjustment	01/19/2024	1/19/2024 4:03:52 PM



North Carolina Ver

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$46.16)	\$0.00	(\$46.16)
07	Tax	(\$8.19)	\$0.00	(\$8.19)
			Refund	\$54.35
00	Tax	(\$4.05)	\$0.00	(\$4.05)
01	Tax	(\$0.73)	\$0.00	(\$0.73)
			Refund	\$4.78
00	Tax	(\$331.12)	\$0.00	(\$331.12)
07	Tax	(\$58.75)	\$0.00	(\$58.75)
			Refund	\$389.87
00	Tax	(\$79.47)	\$0.00	(\$79.47)
06	Tax	(\$15.11)	\$0.00	(\$15.11)
			Refund	\$94.58
00	Tax	(\$17.74)	\$0.00	(\$17.74)
07	Tax	(\$3.32)	\$0.00	(\$3.32)
			Refund	\$21.06



Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
EPPERSON, JAMES REGISTER	EPPERSON, JAMES REGISTER	EPPERSON, ROBERT EUGENE	604 COVERED BRIDGE TRL		CHAPEL HILL, NC 27517	Proration	0061895769	HKZ6579	AUTHORIZED	199203676	Refund Generated due to proration on Bill #0061895769-2022-0000-00
FERRARI, VICTOR JOHN	FERRARI, VICTOR JOHN		123 GENTRY DR		PITTSBORO, NC 27312	Proration	0060272802	JCX3536	AUTHORIZED	198727310	Refund Generated due to proration on Bill #0060272802-2022-0000-00
FORD, BARRY LEIGHTON	FORD, BARRY LEIGHTON	FORD, LYNDA	10007 RAINTREE BND		CHAPEL HILL, NC 27517	Proration	0072973915	KHJ3341	AUTHORIZED	199372008	Refund Generated due to proration on Bill #0072973915-2022-0000-00
FORNABY, ROBERT JOHN	FORNABY, ROBERT JOHN		200 SAUNDERS	APT 203	CHAPEL HILL, NC 27517	Proration	0072598997	SLCLASS	AUTHORIZED	199350602	Refund Generated due to proration on Bill #0072598997-2022-0000-00
FORT, JOHN G	FORT, JOHN G		74009 HARVEY		CHAPEL HILL, NC 27517	Proration	0068621176	JLF9746	AUTHORIZED	200154906	Refund Generated due to proration on Bill #0068621176-2023-0000-00





North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	01/12/2024	1/12/2024 7:28:13 AM
ie	Vehicle Sold	01/03/2024	1/4/2024 1:24:17 PM
ie	Vehicle Sold	01/17/2024	1/17/2024 1:55:35 PM
ie	Vehicle Sold	01/16/2024	1/17/2024 1:17:13 PM
ie	Vehicle Sold	01/31/2024	2/2/2024 11:39:18 AM



North Carolina Ver

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$51.05)	\$0.00	(\$51.05)
07	Tax	(\$9.06)	\$0.00	(\$9.06)
			Refund	\$60.11
00	Tax	(\$90.90)	(\$4.55)	(\$95.45)
07	Tax	(\$16.13)	(\$0.81)	(\$16.94)
			Refund	\$112.39
00	Tax	(\$17.01)	\$0.00	(\$17.01)
07	Tax	(\$3.02)	\$0.00	(\$3.02)
			Refund	\$20.03
00	Tax	(\$126.05)	(\$6.30)	(\$132.35)
07	Tax	(\$22.37)	(\$1.12)	(\$23.49)
			Refund	\$155.84
00	Tax	(\$95.42)	\$0.00	(\$95.42)
07	Tax	(\$17.83)	\$0.00	(\$17.83)
			Refund	\$113.25



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
GAINES, SHARON ANDREWS	GAINES, SAMUEL ALAN	GAINES, SHARON ANDREWS	39 WOOD DUCK CT		CHAPEL HILL, NC 27517	Proration	0064368361	TCB1606	AUTHORIZED	200061402	Refund Generated due to proration on Bill #0064368361-2022-0000-00
GEER, BERNICE BRADY	GEER, BERNICE BRADY	GEER, PAUL OWEN	505 CHARLIE GARNER RD		BENNETT, NC 27208	Proration	0001281651	YRM2804	AUTHORIZED	198727648	Refund Generated due to proration on Bill #0001281651-2023-0000-00
GRAY, JOHN DUNCAN	GRAY, JOHN DUNCAN		123 CUB CREEK RD		CHAPEL HILL, NC 27517	Proration	0026814650	XZA5438	AUTHORIZED	200154898	Refund Generated due to proration on Bill #0026814650-2022-0000-00
GUPTA, SUNIL KUMAR	GUPTA, SUNIL KUMAR	GUPTA, SANYOGITA	737 PENINSULA FOREST PL		CARY, NC 27519	Proration	0054294210	HJN3536	AUTHORIZED	299025558	Refund Generated due to proration on Bill #0054294210-2022-0000-00
HAUSEN, THOMAS WRIGHT	HAUSEN, THOMAS WRIGHT		11010 US 15 501 N		CHAPEL HILL, NC 27517	Adjustment < \$100	0076113007	VNP8990	AUTHORIZED	200154616	Refund Generated due to adjustment on Bill #0076113007-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	01/30/2024	1/30/2024 11:37:53 AM
ie	Vehicle Sold	01/03/2024	1/3/2024 1:10:49 PM
ie	Vehicle Sold	01/31/2024	1/31/2024 1:04:58 PM
ie	Vehicle Sold	01/16/2024	1/16/2024 9:38:00 AM
ie	Over Assessment	01/31/2024	1/31/2024 8:51:43 AM



North Carolina Ver

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$35.76)	\$0.00	(\$35.76)
07	Tax	(\$6.34)	\$0.00	(\$6.34)
			Refund	\$42.10
00	Tax	(\$30.71)	\$0.00	(\$30.71)
13	Tax	(\$4.93)	\$0.00	(\$4.93)
			Refund	\$35.64
00	Tax	(\$7.91)	\$0.00	(\$7.91)
07	Tax	(\$1.40)	\$0.00	(\$1.40)
			Refund	\$9.31
00	Tax	(\$17.12)	\$0.00	(\$17.12)
23	Tax	(\$8.88)	\$0.00	(\$8.88)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$26.00
00	Tax	(\$9.07)	\$0.00	(\$9.07)
07	Tax	(\$1.69)	\$0.00	(\$1.69)
			Refund	\$10.76



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
HITTEL, DEBORAH ANNE	HITTEL, DEBORAH ANNE		109 QUARTER GATE TRCE		CHAPEL HILL, NC 27516	Proration	0069038109	KCS5478	AUTHORIZED	200154742	Refund Generated due to proration on Bill #0069038109-2023-0000-00
HOLSTE, BRIAN KEITH	HOLSTE, BRIAN KEITH		60 CHINA DOLL CT		DURHAM, NC 27713	Proration	0052407553	PCJ7627	AUTHORIZED	200061660	Refund Generated due to proration on Bill #0052407553-2022-0000-00
HUANG, SHAOXING	HUANG, SHAOXING	SU, XIUJUAN	106 HAWK NEST TRL		PITTSBORO, NC 27312	Proration	0039198995	YRH9905	AUTHORIZED	199442832	Refund Generated due to proration on Bill #0039198995-2023-0000-00
HUEBENTHAL KIGHT, JEANNE	HUEBENTHAL KIGHT, JEANNE		4441 OLD US 421 N		SILER CITY, NC 27344	Proration	0069869869	REV6702	AUTHORIZED	199371654	Refund Generated due to proration on Bill #0069869869-2023-0000-00
HURLBURT, ELIZABETH ANNE	HURLBURT, ELIZABETH ANNE		209 SANCTUARY WAY APT 320		PITTSBORO, NC 27312	Proration	0074372795	RHE7082	AUTHORIZED	199371440	Refund Generated due to proration on Bill #0074372795-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	01/31/2024	2/2/2024 11:39:18 AM
ie	Vehicle Sold	01/30/2024	1/30/2024 3:15:59 PM
ie	Vehicle Sold	01/18/2024	1/18/2024 9:21:56 AM
ie	Vehicle Sold	01/17/2024	1/17/2024 10:50:36 AM
ie	Vehicle Sold	01/17/2024	1/17/2024 8:17:00 AM



North Carolina Ver

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$159.67)	\$0.00	(\$159.67)
07	Tax	(\$29.83)	\$0.00	(\$29.83)
			Refund	\$189.50
00	Tax	(\$26.80)	\$0.00	(\$26.80)
12	Tax	(\$4.43)	\$0.00	(\$4.43)
			Refund	\$31.23
00	Tax	(\$35.71)	\$0.00	(\$35.71)
07	Tax	(\$6.67)	\$0.00	(\$6.67)
			Refund	\$42.38
00	Tax	(\$25.43)	\$0.00	(\$25.43)
01	Tax	(\$4.45)	\$0.00	(\$4.45)
			Refund	\$29.88
00	Tax	(\$22.97)	\$0.00	(\$22.97)
21	Tax	(\$14.75)	\$0.00	(\$14.75)
			Refund	\$37.72





North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
IVEY, JAMES DOUGLAS	IVEY, JAMES DOUGLAS		64 ROBERTS ST		PITTSBORO, NC 27312	Proration	0050967012	HAE7162	AUTHORIZED	200154764	Refund Generated due to proration on Bill #0050967012-2022-0000-00
JACOBY, JASON RICHARD	JACOBY, JASON RICHARD		70 ASHTON CT		SILER CITY, NC 27344	Proration	0071163850	JDM5826	AUTHORIZED	200154716	Refund Generated due to proration on Bill #0071163850-2022-0000-00
JACOBY, JASON RICHARD	JACOBY, JASON RICHARD		70 ASHTON CT		SILER CITY, NC 27344	Proration	0074858875	KKC8429	AUTHORIZED	200154720	Refund Generated due to proration on Bill #0074858875-2023-0000-00
JORDAN, RICKY TARELL	JORDAN, RICKY TARELL		147 ALEX COCKMAN RD		PITTSBORO, NC 27312	Proration	0065156696	JFA9606	AUTHORIZED	200047772	Refund Generated due to proration on Bill #0065156696-2022-0000-00
KENDRICK, AMY STIRLING	KENDRICK, AMY STIRLING		320 SUMMITVIEW LOOP		CARY, NC 27519	Proration	0048186965	FHB2522	AUTHORIZED	298651146	Refund Generated due to proration on Bill #0048186965-2022-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	01/31/2024	1/31/2024 10:29:52 AM
ie	Vehicle Sold	01/31/2024	2/2/2024 11:39:18 AM
ie	Vehicle Sold	01/31/2024	2/2/2024 11:39:18 AM
ie	Vehicle Sold	01/29/2024	1/29/2024 8:00:21 AM
ie	Vehicle Totalled	01/10/2024	1/12/2024 5:22:07 PM



North Carolina Ver

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$9.36)	\$0.00	(\$9.36)
21	Tax	(\$6.20)	\$0.00	(\$6.20)
			Refund	\$15.56
00	Tax	(\$100.28)	\$0.00	(\$100.28)
01	Tax	(\$18.10)	\$0.00	(\$18.10)
			Refund	\$118.38
00	Tax	(\$307.76)	\$0.00	(\$307.76)
01	Tax	(\$53.92)	\$0.00	(\$53.92)
			Refund	\$361.68
00	Tax	(\$64.87)	\$0.00	(\$64.87)
06	Tax	(\$12.34)	\$0.00	(\$12.34)
			Refund	\$77.21
00	Tax	(\$85.96)	\$0.00	(\$85.96)
23	Tax	(\$44.60)	\$0.00	(\$44.60)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$130.56



Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
LAMBERTSEN, CHRISTIAN JAMES JR	LAMBERTSEN, CHRISTIAN JAMES JR		521 HAWTHORNE DR		CHAPEL HILL, NC 27517	Proration	0072870308	8T6696	AUTHORIZED	198712306	Refund Generated due to proration on Bill #0072870308-2022-0000-00
LEWIS, THOMAS CHARLES	LEWIS, THOMAS CHARLES		PO BOX 137		MONCURE, NC 27559	Adjustment < \$100	0076047053	TPT3784	AUTHORIZED	199872620	Refund Generated due to adjustment on Bill #0076047053-2023-0000-00
MANFRED A. SCHALK TRUST	MANFRED A. SCHALK TRUST		24 SPEYSIDE CIR		PITTSBORO, NC 27312	Proration	0042863281	FBL6593	AUTHORIZED	199804354	Refund Generated due to proration on Bill #0042863281-2022-0000-00
MANLEY, JEREMY DWAIN	MANLEY, JEREMY DWAIN	MANLEY, WENDY LEE	121 RIVERBIRCH DR		PITTSBORO, NC 27312	Proration	0065695749	CHP3562	AUTHORIZED	200154848	Refund Generated due to proration on Bill #0065695749-2022-0000-00
MCNEELEY, STEPHEN EDWARD	MCNEELEY, STEPHEN EDWARD	MUELLER, SARAH SUSAN	555 TOMKINS LOOP		CARY, NC 27519	Proration	0073244226	EEC5638	AUTHORIZED	300092451	Refund Generated due to proration on Bill #0073244226-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Reg . Out of state	01/02/2024	1/2/2024 10:31:33 AM
ie	Over Assessment	01/26/2024	1/26/2024 1:22:57 PM
ie	Other Errors	01/25/2024	1/25/2024 2:53:41 PM
ie	Vehicle Totalled	01/31/2024	1/31/2024 11:45:48 AM
ie	Vehicle Sold	01/30/2024	1/30/2024 2:53:31 PM



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$1.88)	\$0.00	(\$1.88)
07	Tax	(\$0.33)	\$0.00	(\$0.33)
			Refund	\$2.21
00	Tax	(\$11.30)	\$0.00	(\$11.30)
05	Tax	(\$2.27)	\$0.00	(\$2.27)
			Refund	\$13.57
00	Tax	(\$43.93)	\$0.00	(\$43.93)
07	Tax	(\$7.79)	\$0.00	(\$7.79)
			Refund	\$51.72
00	Tax	(\$28.33)	\$0.00	(\$28.33)
07	Tax	(\$5.02)	\$0.00	(\$5.02)
			Refund	\$33.35
00	Tax	(\$40.99)	\$0.00	(\$40.99)
23	Tax	(\$20.65)	\$0.00	(\$20.65)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$61.64



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
MOYER, ABRAHAM KENNETH	MOYER, ABRAHAM KENNETH		110 MOUNTAIN LAUREL		CHAPEL HILL, NC 27517	Proration	0065689489	ECF5356	AUTHORIZED	199442852	Refund Generated due to proration on Bill #0065689489-2022-0000-00
NAUMAN, ROBERT KARL	NAUMAN, ROBERT KARL	NAUMAN, KATHERINE KETLER	3000 GALLOWAY RDG APT B203		PITTSBORO, NC 27312	Proration	0044816177	VNP7669	AUTHORIZED	200154938	Refund Generated due to proration on Bill #0044816177-2023-0000-00
NEWBURY, KEVIN CHARLES	NEWBURY, KEVIN CHARLES		62 TIMBER CREEK PATH		CHAPEL HILL, NC 27517	Proration	0075135020	DFL1025	AUTHORIZED	198945444	Refund Generated due to proration on Bill #0075135020-2022-0000-00
OTT, JUDITH IRENE	OTT, JUDITH IRENE		309 ASHDOWN FOREST LN		CARY, NC 27519	Proration	0073069808	AFL9421	AUTHORIZED	299257548	Refund Generated due to proration on Bill #0073069808-2022-0000-00
PEACH, JOHN EDWARD	PEACH, JOHN EDWARD	PEACH, DIANNA MITCHELL	314 BICKERTON CT		CARY, NC 27519	Proration	0032113042	XNL9377	AUTHORIZED	298418022	Refund Generated due to proration on Bill #0032113042-2022-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	01/18/2024	1/19/2024 4:03:58 PM
ie	Vehicle Sold	01/31/2024	1/31/2024 2:03:26 PM
ie	Vehicle Sold	01/09/2024	1/9/2024 9:07:02 AM
ie	Vehicle Totalled	01/19/2024	1/19/2024 2:26:49 PM
ie	Vehicle Sold	01/09/2024	1/9/2024 8:36:59 AM





North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$155.93)	\$0.00	(\$155.93)
07	Tax	(\$27.67)	\$0.00	(\$27.67)
			Refund	\$183.60
00	Tax	(\$65.25)	\$0.00	(\$65.25)
07	Tax	(\$12.19)	\$0.00	(\$12.19)
			Refund	\$77.44
00	Tax	(\$42.47)	(\$3.08)	(\$45.55)
07	Tax	(\$7.53)	(\$0.54)	(\$8.07)
			Refund	\$53.62
00	Tax	(\$38.90)	\$0.00	(\$38.90)
23	Tax	(\$20.18)	\$0.00	(\$20.18)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$59.08
00	Tax	(\$38.45)	\$0.00	(\$38.45)
23	Tax	(\$19.95)	\$0.00	(\$19.95)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$58.40



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
PETERSEN, KEITH WAYNE	PETERSEN, KEITH WAYNE		12083 MOREHEAD		CHAPEL HILL, NC 27517	Proration	0063745135	JKE6551	AUTHORIZED	199442824	Refund Generated due to proration on Bill #0063745135-2023-0000-00
RAWLING, RICHARD ROBERT II	RAWLING, RICHARD ROBERT II	RAWLING, YUMI KUROIKI	318 ARVADA DR		CARY, NC 27519	Proration	0055595236	AHN9608	AUTHORIZED	298806672	Refund Generated due to proration on Bill #0055595236-2022-0000-00
ROSAS, LARNESSE ANN	ROSAS, LARNESSE ANN		162 AUTUMN CHASE		PITTSBORO, NC 27312	Proration	0050863635	TBA6865	AUTHORIZED	199350364	Refund Generated due to proration on Bill #0050863635-2023-0000-00
RYS, LAURENCE	RYS, LAURENCE		132 FERRELL RD W		APEX, NC 27523	Proration	0053672129	HHE5697	AUTHORIZED	299057403	Refund Generated due to proration on Bill #0053672129-2022-0000-00
SCHIMMELFING, JOHN TAYLOR	SCHIMMELFING, JOHN TAYLOR		2464 BRIAR CHAPEL PKWY		CHAPEL HILL, NC 27516	Proration	0073540633	KJV4615	AUTHORIZED	199203912	Refund Generated due to proration on Bill #0073540633-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	01/18/2024	1/18/2024 9:20:24 AM
ie	Vehicle Sold	01/12/2024	1/13/2024 4:16:34 PM
ie	Vehicle Sold	01/16/2024	1/16/2024 9:35:01 AM
ie	Vehicle Sold	01/17/2024	1/17/2024 10:22:14 AM
ie	Vehicle Sold	01/12/2024	1/13/2024 4:16:34 PM



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$34.25)	\$0.00	(\$34.25)
07	Tax	(\$6.40)	\$0.00	(\$6.40)
			Refund	\$40.65
00	Tax	(\$67.73)	\$0.00	(\$67.73)
23	Tax	(\$35.14)	\$0.00	(\$35.14)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$102.87
00	Tax	(\$79.35)	\$0.00	(\$79.35)
06	Tax	(\$16.51)	\$0.00	(\$16.51)
			Refund	\$95.86
00	Tax	(\$32.27)	\$0.00	(\$32.27)
23	Tax	(\$16.74)	\$0.00	(\$16.74)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$49.01
00	Tax	(\$139.09)	\$0.00	(\$139.09)
07	Tax	(\$25.99)	\$0.00	(\$25.99)
			Refund	\$165.08



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
SHELL, MARY KATHLEEN	SHELL, MARY KATHLEEN		196 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0049726749	EDJ2400	AUTHORIZED	199371782	Refund Generated due to proration on Bill #0049726749-2022-0000-00
SMITH, CRAIG DENNIS	SMITH, CRAIG DENNIS		1475 BRIAR CHAPEL PKWY		CHAPEL HILL, NC 27516	Proration	0065631809	FHL4339	AUTHORIZED	198884556	Refund Generated due to proration on Bill #0065631809-2022-0000-00
SPARROW, KIMBERLY ANDREWS	SPARROW, KIMBERLY ANDREWS		1377 CLEARWATER LAKE RD		CHAPEL HILL, NC 27517	Proration	0040838986	FBL8078	AUTHORIZED	199203944	Refund Generated due to proration on Bill #0040838986-2023-0000-00
SULLIVAN, ELIZABETH ELAINE	SULLIVAN, ELIZABETH ELAINE		267 BALDWINXING		PITTSBORO, NC 27312	Proration	0067811861	JJR2023	AUTHORIZED	200154750	Refund Generated due to proration on Bill #0067811861-2023-0000-00
SWITZER, ANGELA MOODY	SWITZER, ANGELA MOODY	BURKE, CHANCE MONTGOMERY	4739 SILER CITY SNOW CP RD		SILER CITY, NC 27344	Proration	0063384429	JJH6552	AUTHORIZED	199737460	Refund Generated due to proration on Bill #0063384429-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	01/17/2024	1/19/2024 4:03:58 PM
ie	Vehicle Sold	01/05/2024	1/9/2024 8:42:59 AM
ie	Reg . Out of state	01/12/2024	1/12/2024 10:50:59 AM
ie	Vehicle Totalled	01/31/2024	1/31/2024 10:20:21 AM
ie	Vehicle Totalled	01/24/2024	1/29/2024 9:34:56 AM



North Carolina Ver

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$87.22)	\$0.00	(\$87.22)
07	Tax	(\$15.47)	\$0.00	(\$15.47)
			Refund	\$102.69
00	Tax	(\$128.58)	\$0.00	(\$128.58)
07	Tax	(\$22.81)	\$0.00	(\$22.81)
			Refund	\$151.39
00	Tax	(\$83.84)	\$0.00	(\$83.84)
07	Tax	(\$15.67)	\$0.00	(\$15.67)
			Refund	\$99.51
00	Tax	(\$64.72)	\$0.00	(\$64.72)
07	Tax	(\$12.09)	\$0.00	(\$12.09)
			Refund	\$76.81
00	Tax	(\$89.70)	\$0.00	(\$89.70)
09	Tax	(\$10.80)	\$0.00	(\$10.80)
			Refund	\$100.50



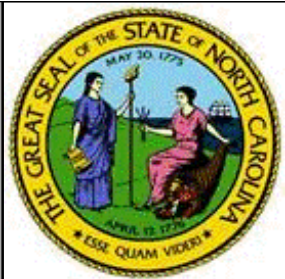
North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
VANKIRK, JENNIFER JOYCE	VANKIRK, JENNIFER JOYCE	VANKIRK, DOUGLAS SCOTT	532 BOSWORTH PL		CARY, NC 27519	Proration	0024801124	MRK7358	AUTHORIZED	298419174	Refund Generated due to proration on Bill #0024801124-2022-0000-00
VONGONTEN, MARGARET ANN	VONGONTEN, MARGARET ANN		505 GARENDON DR		CARY, NC 27519	Proration	0014499389	JEL1863	AUTHORIZED	298417986	Refund Generated due to proration on Bill #0014499389-2022-0000-00
WINEMILLER, RANDY CARROLL	WINEMILLER, RANDY CARROLL	WINEMILLER, MICHELLE ANNE	206 BREEZY CREEK CT		OCEAN PINES, MD 21811	Proration	0053388658	4957SB	AUTHORIZED	298217880	Refund Generated due to proration on Bill #0053388658-2022-0000-00
WINEMILLER, RANDY CARROLL	WINEMILLER, RANDY CARROLL	WINEMILLER, MICHELLE ANNE	206 BREEZY CREEK CT		OCEAN PINES, MD 21811	Proration	0058999080	HD8773E	AUTHORIZED	298217901	Refund Generated due to proration on Bill #0058999080-2022-0000-00





North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	01/09/2024	1/9/2024 4:39:48 PM
ie	Reg . Out of state	01/09/2024	1/9/2024 8:27:56 AM
ie	Reg . Out of state	01/04/2024	1/4/2024 12:47:30 PM
ie	Reg . Out of state	01/04/2024	1/4/2024 12:54:36 PM



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$54.16)	\$0.00	(\$54.16)
23	Tax	(\$28.10)	\$0.00	(\$28.10)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$82.26
00	Tax	(\$9.44)	\$0.00	(\$9.44)
23	Tax	(\$4.90)	\$0.00	(\$4.90)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$14.34
00	Tax	(\$50.14)	\$0.00	(\$50.14)
23	Tax	(\$26.01)	\$0.00	(\$26.01)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$76.15
00	Tax	(\$27.33)	\$0.00	(\$27.33)
23	Tax	(\$14.18)	\$0.00	(\$14.18)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$41.51



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
WINEMILLER, RANDY CARROLL	WINEMILLER, RANDY CARROLL		206 BREEZY CREEK CT		OCEAN PINES, MD 21811	Proration	0053593661	70854	AUTHORIZED	298326141	Refund Generated due to proration on Bill #0053593661-2022-0000-00
WORTH, MARILYN RUTH	WORTH, MARILYN RUTH		3727 WADE COBLE DR APT 201		BURLINGTON, NC 27215	Proration	0060565532	PAK2386	AUTHORIZED	198727890	Refund Generated due to proration on Bill #0060565532-2022-0000-00
WORZBYT, JEAN ANNE	WORZBYT, JOHN C	WORZBYT, JEAN ANNE	904 PELTIER DR		CARY, NC 27519	Proration	0033725588	HLY2978	AUTHORIZED	298068423	Refund Generated due to proration on Bill #0033725588-2022-0000-00
YANG, LINDA LI-CHAO	YANG, LINDA LI-CHAO		4106 FEARRINGTON POST		PITTSBORO, NC 27312	Adjustment >= \$100	0051397609	TBY7428	AUTHORIZED	199505246	Refund Generated due to adjustment on Bill #0051397609-2023-0000-00
YANG, SHI	YANG, SHI		108 TRITON WALK WAY		CHAPEL HILL, NC 27517	Proration	0049717350	XVJ3828	AUTHORIZED	199664006	Refund Generated due to proration on Bill #0049717350-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Used incorrect date	01/05/2024	1/5/2024 8:59:55 AM
ie	Reg . Out of state	01/03/2024	1/3/2024 4:57:59 PM
ie	Vehicle Sold	01/02/2024	1/2/2024 10:22:23 AM
ie	Over Assessment	01/19/2024	1/29/2024 9:34:47 AM
ie	Vehicle Sold	01/23/2024	1/29/2024 9:34:56 AM



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$1.39)	\$0.00	(\$1.39)
23	Tax	(\$0.72)	\$0.00	(\$0.72)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
	Refund			\$2.11
00	Tax	(\$39.88)	\$0.00	(\$39.88)
07	Tax	(\$7.08)	\$0.00	(\$7.08)
	Refund			\$46.96
00	Tax	(\$16.95)	\$0.00	(\$16.95)
23	Tax	(\$8.79)	\$0.00	(\$8.79)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
	Refund			\$25.74
00	Tax	(\$234.35)	\$0.00	(\$234.35)
07	Tax	(\$43.79)	\$0.00	(\$43.79)
	Refund			\$278.14
00	Tax	(\$127.09)	\$0.00	(\$127.09)
07	Tax	(\$23.75)	\$0.00	(\$23.75)
	Refund			\$150.84



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
YANG, XIHUI	YANG, XIHUI	SUN, WEILI	77 ENCLAVE WAY		PITTSBORO, NC 27312	Proration	0075440903	XPB9496	AUTHORIZED	198944834	Refund Generated due to proration on Bill #0075440903-2023-0000-00
ZELHOF, GARY MICHAEL	ZELHOF, GARY MICHAEL		564 MOUNTAIN LAUREL		CHAPEL HILL, NC 27517	Proration	0068742907	KCV2087	AUTHORIZED	198884706	Refund Generated due to proration on Bill #0068742907-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	01/08/2024	1/8/2024 11:00:27 AM
ie	Reg . Out of state	01/05/2024	1/9/2024 8:42:59 AM



North Carolina Ver

**NCVTS Pending**

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$30.02)	\$0.00	(\$30.02)
07	Tax	(\$5.61)	\$0.00	(\$5.61)
			Refund	\$35.63
00	Tax	(\$439.38)	\$0.00	(\$439.38)
07	Tax	(\$82.10)	\$0.00	(\$82.10)
			Refund	\$521.48
			Refund Total	\$6121.45



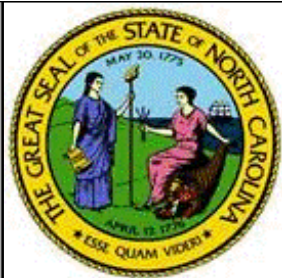


North Carolina Ver

NCVTS Pending

Report Date 2/5/2024 7:28:48 AM

Tax Jurisdiction	District Type	Net Change
00	COUNTY	(\$4,963.80)
21	CITY	(\$55.49)
23	CITY	(\$334.86)
01	FIRE	(\$77.20)
05	FIRE	(\$2.27)
06	FIRE	(\$50.36)
07	FIRE	(\$617.31)
09	FIRE	(\$10.80)
12	FIRE	(\$4.43)
13	FIRE	(\$4.93)
Total		(\$6,121.45)



North Carolina Ver

**NCVTS Pending**

Report Date 2/5/2024 7:28:48 AM



North Carolina Ver

**NCVTS Pending**

Report Date 2/5/2024 7:28:48 AM

Report Parameters





# Chatham County, NC

## Text File

File Number: 24-5119

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Tax Office Assessor

**File Type:** Agenda Item

**Agenda Number:**

Vote to approve the 2023 Tax Lien Advertisement

Action Requested: Approve the 2023 tax lien advertisement.

Introduction & Background: Each year the Tax Collector is required to provide to the County Board of Commissioners a total of unpaid taxes, which are liens against real estate, and the governing body shall thereupon order the Tax Collector to advertise such tax liens. As of February 5, 2024, there are 6,865 taxpayers with unpaid tax liens. The total amount of liens against real estate is \$5,074,560.12. The Tax Collector shall advertise county liens by publishing each lien at least once in a newspaper having general circulation within the county. NCGS 105-369 explains the requirements for the lien advertisement.

Discussion & Analysis: The governing body must direct the Tax Collector to advertise the unpaid tax liens in a newspaper having general circulation within the county. Notice must be mailed to the owners at least 30 days before the date the advertisement is to be published. Advertisement of tax liens shall be made during the period from March 1 through June 30. The notices will be processed and mailed to all taxpayers who owe delinquent taxes for 2023. Those notices will result in significant reduction in the number of unpaid tax liens. The cost of the advertisement is assessed to each parcel and is added to each unpaid tax bill. Once the cost of the advertisement has been provided, the Tax Collector shall determine the amount to add to each parcel of real property having unpaid taxes.

Budgetary Impact: None

Recommendation: Motion to approve the 2023 tax lien advertisement for one week that will coincide with the 30-day notification requirement in the Chatham News/Record.



# Chatham County, NC

## Text File

File Number: 24-5108

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Health Department

**File Type:** Agenda Item

Vote to approve the removal of the well camera service and associated fee from the Environmental Health Division

Action Requested: Vote to approve the removal of the well camera service and associated fee from the Environmental Health Division.

Introduction & Background: The Chatham County Public Health Department (CCPHD) purchased a well camera between 2007 and 2008, at a time when many well drillers did not have a well camera to diagnose water quality issues. The current well camera is outdated and needs servicing or replacing prior to being used again, which is estimated to cost thousands of dollars.

Current demand does not justify this expenditure and continuing the service, as most if not all well drillers now have their own cameras. CCPHD Environmental Health staff completed 22 well camera visits between 2009 and 2015, and the last visit was conducted in 2018. Furthermore, recent conversations with well drillers revealed that it is more expensive for clients to go through the CCPHD than using the well driller's camera, as the CCPHD requires the well driller to be on site to either draw the water down in the well or to remove the water line to make space for the camera in addition to paying the associated service fee to the CCPHD of \$200.00. Regardless of the camera being used, CCPHD Environmental Health staff can still join the well driller if the homeowner would like them on site to evaluate the issue with the well driller.

Discussion & Analysis: The well camera is no longer needed based on cost to the clients and the availability of cameras through other channels.

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

Budgetary Impact: No Local Funding Requested

Recommendation/Motion: Motion to approve the removal of the well camera service and associated fee from the Environmental Health Division.



# Chatham County, NC

## Text File

File Number: 24-5110

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Parks and Recreation

**File Type:** Contract

Vote to amend the on-call contract with Freese & Nichols to provide engineering survey work for new trail at The Park at Briar Chapel

### Introduction & Background:

The Pokeberry Tributary trail is a newly planned 3,700-foot natural surface trail at The Park at Briar Chapel. It traverses the floodplain and upland forest of the tributary stream and requires two bridge crossings across this stream and a short section of boardwalk in a wet valley above the stream.

### Discussion & Analysis:

Based on recommendations of the manufacturers of both the bridges and boardwalks we would like to use for the project, geotechnical and hydrological surveys are required to inform the foundation design for these structures. This ensures the structures are safe and will sustain foreseeable weather-related impacts (i.e. flooding of the creek).

This work will be carried out via an existing contract with Freese and Nichols, our on-call engineering firm. They have walked the proposed sites and provided a quote for the survey work. The price for this work is \$123,790.

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

This project falls under the scope of goal six from the Comprehensive Plan, which is to provide recreational opportunities and access to open space.

It also relates to the goals of conserving natural resources (goal five) by reducing impact to the environment through sounds design and fostering a healthy community (goal ten) by providing more opportunities for walking in our parks.

### Budgetary Impact:

The cost of work is \$123,790 to be paid in fully from The Park at Briar Chapel's reserve funds.

**Recommendation/Motion:** Motion to amend the on-call contract with Freese & Nichols to provide engineering survey work for new trail at The Park at Briar Chapel.



# Chatham County, NC

## Text File

File Number: 24-5111

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Parks and Recreation

**File Type:** Agenda Item

**Agenda Number:**

Vote to amend the contract with Stewart Inc. to provide park design services for Parker's Ridge Park Phase I

### Introduction & Background:

Chatham County wishes to continue the contract with Stewart Inc. to provide Park Design Services for Parker's Ridge Phase One of the 138-acre site located at 994 Pea Ridge Road. This proposal reflects an area of approximately 23.5-acres. Also reflected in this proposal is the opportunity to expand the scope of work to include active play courts if the budget allows. Stewart will work collaboratively with Chatham County and the entire consultant team throughout the project to guide an interdisciplinary approach for creating the park. We will lead the design of specific site elements during the Schematic Design (SD) phase through Design Development (DD), into Construction Documents (CD), and into support for the Bidding Process.

### Discussion & Analysis:

To create and construct a park, we will need Schematic Designs (SD), Design Development (DD), and Construction Documents (CD)

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

The project falls under the scope of Goals 5 - Conserving natural resources, 6 - Provide recreational opportunities, and 10 - Fostering a healthy community.

### Budgetary Impact:

The cost of the work is \$607,500. If we have any cost savings in the project, funds will be used to add additional services, the total cost will be \$705,400.

**Recommendation/Motion:** Motion to amend the contract with Stewart Inc. to provide Park Design Services for Parker's Ridge Park Phase I.





# Chatham County, NC

## Text File

File Number: 24-5115

---

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Emergency Operations

**File Type:** Contract

Vote to approve a contract with Vertiv Corporation for service and maintenance

### Introduction & Background:

The county uses Vertiv and Liebert equipment within critical infrastructure throughout the county. This equipment must be maintained and serviced regularly by qualified technicians authorized to work on the equipment.

How does this relate to the Comprehensive Plan: Ensure public safety through adequate resources, plans, and partnerships to keep people and property safe.

Budgetary Impact: \$43,944.75

Recommendation/Motion: Motion to approve a contract with Vertiv Corporation in the amount of \$43,944.75 for service and maintenance.

# Proposal for Service

Vertiv Corporation

1/16/2024  
CHATHAM COUNTY  
112 INNOVATION WAY  
PITTSBORO, NC, 27312  
Quote: CPQ-514622-1

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Cooling Services:**

- Liebert Service is your only choice for factory direct services on your Liebert Precision Cooling products including; equipment start-ups, preventive maintenance, emergency service, legacy control upgrades, energy efficiency upgrades and site assessments.
- We have the ability to apply the latest technology with the required engineering depth and understanding of the systems and how they operate / integrate into your overall facility. Factory-trained service technicians are the best qualified to set-up, maintain and optimize these systems and controls.
- It is important to develop and adhere to a long-term service plan that includes preventive maintenance and optimization of the precision cooling system with regular maintenance plans.
- Service is part of a long-term service cost saving plan that can substantially decrease energy consumption. Providing and proving the savings is critical to overall cost control.

**Standard Maintenance Contracts:**

**Site#: 2054073 CHATHAM COUNTY 112 INNOVATION WAY PITTSBORO, NC 27312**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
38839852	EXM 480V PERIPH	51MBE32AA0R1SI	1	PM ONLY 8X5	\$363.00
38839851	EXM 480V 100	51SA100EAA00SNG	2	PM ONLY 8X5	\$2,925.75
30070624	SEALED BATTERY	51BPEWRD1L103D8	2	PM Only 8x5	\$2,586.00
12089880	DS AIR	PX018DA1C8H931	4	PM ONLY 8X5	\$2,019.75
12167573	DS AIR	PX018DA1C8H931	4	PM ONLY 8X5	\$2,019.75

**Total price not including tax: \$9,914.25**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

# SCOPE OF WORK

## PRECISION COOLING SERVICES

### (FLOORMOUNT, CEILING, WALLMOUNT & HEAT REJECTION)

### PREVENTIVE MAINTENANCE ONLY (8X5) SERVICE - 4 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 4 Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

## SERVICE PERFORMED

### Filters

1. Check for restricted airflow.
2. Examine filter switch.
3. Wipe entire section clean.

### Blower Section

1. Verify that impellers are free of debris and move freely.
2. Check belt for condition and proper tension.
3. Verify that the bearings are in good condition.
4. Check the fan safety switch for proper operation.
5. Check the pulleys and motor mounts for tightness and proper alignment.

### Air Cooled Condenser (If Applicable)<sup>1</sup>

1. Verify condenser coil cleanliness.
2. Brush clean and spray using hose and nozzle connected to local water source (if local water source is available).
3. Chemical cleaning of outdoor condensing unit is excluded from normal scheduled maintenance and can be performed on a time and material basis.
4. Examine motor mounts for tightness. Tighten if necessary.
5. Verify that the bearings are in good working order.
6. Confirm that the refrigerant lines are properly supported.

### Water/Glycol Condenser (If Applicable)<sup>2</sup>

1. Check cleanliness of copper tubing.

<sup>1</sup> Applies to Air Cooled units only

<sup>2</sup> Applies to Water Cooled, Glycol Cooled, and GlyCool units only

2. Confirm that the water regulating valves are functioning properly.
3. Check the glycol solution level.
4. Check glycol freeze protection level.
5. Check for water/glycol leaks.

### **Glycol Pump<sup>3</sup>**

1. Examine for any glycol leaks.
2. Determine proper pump operation.

### **Steam Generating Humidifier (If Applicable)**

1. Check the canister for any deposits.
2. Check the condition of all steam hoses.
3. Examine the water make-up valve for any leaks.
4. Check and adjust potentiometers for optimal performance.

### **Infrared Humidifier (If Applicable)**

1. Check the pan drain for any type of blockage.
2. Examine the humidifier lamps for proper operation.
3. Check the pan for any type of mineral deposits.

### **Refrigerant Cycle/Section<sup>4</sup>**

1. Examine refrigerant lines for leaks or damage.
2. Using the sight glass, check lines for moisture.
3. Monitor suction pressure.
4. Monitor head pressure.
5. Monitor discharge pressure.
6. Check superheat.

### **Electric Panel, Controls, and Ancillary Items**

1. Check fuses.
2. Check electrical connections.
3. Check contactors for pitting.
4. Using microprocessor controls, ensure proper operation of the unit components.
5. Inspect leak detection cabling (if connected to unit).

### **Chilled water units - additional checks (if Applicable):<sup>5</sup>**

1. Inspect chilled water valve and actuator for proper operation.
2. Adjust/ tighten linkage if necessary.
3. Inspect internal chilled water piping and coil for leaks.

---

<sup>3</sup> Applies to Water Cooled, Glycol Cooled, and GlyCool units only

<sup>4</sup> Applies to Air Cooled, Water Cooled, Glycol Cooled, and GlyCool units only

<sup>5</sup> Applies to Chilled Water units and units with free cooling only.

## ASSUMPTIONS AND CLARIFICATIONS

All other parts, labor & power washing of heat rejection equipment is provided on a Time & Material basis.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

# SCOPE OF WORK

## UNINTERRUPTIBLE POWER SYSTEMS

### EXM UPS ONLY

### PREVENTIVE MAINTENANCE ONLY (8X5) SERVICE - 2 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services on Vertiv UPS and Vertiv internal batteries scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

## SERVICE PERFORMED

### UPS Full Preventive Maintenance Service

#### *Semi-Annual Service*

1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (if applicable)
4. Record all voltage and current meter readings on the display.

#### *Annual Service (includes the above, plus)*

1. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
2. With customer approval, perform operational test of the system including unit transfer and battery discharge.
3. Calibrate and record all electronics to system specifications.
4. Check or perform Engineering Field Change Notices (FCN) as necessary.
5. Record phase-to-phase input voltage and currents.
6. Review system performance with customer to address any questions and to schedule any repairs.

### Internal Battery Full Preventive Maintenance Service (applicable to EXM models with internal batteries only)

#### *Semi-Annual Service*

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple current.
4. Measure and record overall AC ripple voltage.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.

7. Measure and record ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

***Annual Service (includes the above, plus)***

1. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

**Corrective Maintenance Performed as Required**

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

## ASSUMPTIONS AND CLARIFICATIONS

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



## SCOPE OF WORK

### UNINTERRUPTIBLE POWER SYSTEMS

### PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

### PREVENTIVE MAINTENANCE ONLY (8X5) SERVICE - 1 PM

### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

### SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

### ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

### CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.

- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## **TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

# SCOPE OF WORK

## SEALED VRLA BATTERIES

### PREVENTIVE MAINTENANCE ONLY (8X5) SERVICE - 2 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

#### SERVICE PERFORMED

##### Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
14. Verify approval for Battery Life program.

##### Annual Service (includes the above, plus)

1. Re-tighten all connections to the battery manufacturer's specifications.
2. Measure and record all battery connection resistances in micro-ohms, when applicable.

#### ASSUMPTIONS AND CLARIFICATIONS

Does not include parts or return corrective visits.

#### CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

**Order Number: CPQ-514622-1**

Purchase Order must be assigned to:  
 Vertiv Corporation  
 505 N. Cleveland Avenue.  
 Westerville, OH 43082

Payment remittance address:  
 Vertiv Corporation  
 PO Box 70474  
 Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:  
 Vertiv Corporation c/o David Jones  
 Attn: David Jones  
 Email: david.jones@faulknerhaynes.com  
 Fax: (919) 787-8765

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By: \_\_\_\_\_  
**David Jones** Date

Accepted By: \_\_\_\_\_  
 Buyer Signature Required Date

Printed Name Title Phone

**Vertiv Corporation**  
**TERMS AND CONDITIONS OF SALE**

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes,

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELL PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,



and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here [www.vertiv.com/ca-privacy](http://www.vertiv.com/ca-privacy) (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

*COPYRIGHT 2022 Vertiv Group Corp. All rights reserved. Vertiv™ and the Vertiv logo are trademarks or registered trademarks of Vertiv Group Corp. All other names and logos referred to are trade names, trademarks or registered trademarks of their respective owners. While every precaution has been taken to ensure accuracy and completeness here, Vertiv Group Corp. assumes no responsibility, and disclaims all liability, for damages resulting from use of this information or for any errors or omissions. Specifications, rebates and other promotional offers are subject to change at Vertiv's sole discretion upon notice. SL-70604\_REVE\_5-22.*





# Chatham County, NC

## Text File

File Number: 24-5124

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Facilities and Fleet

**File Type:** Contract

**Agenda Number:**

Vote to approve the contract with Hobbs Architects for the Space Needs Study/Master Plan project

Action Requested: Vote on a request granting Dan LaMontagne as County Manager the ability to sign the contract allowing Hobbs Architects to perform the county wide space needs study/master plan project.

Introduction & Background: The County is pursuing contracting with Hobbs Architects (and The Wooten Company as consultant) to perform the necessary work to study the existing space occupied by County departments and develop plans for use of the existing space and expansion into additional needed spaces and plans for development of the acreage owned by the County near the intersection of Hwy 64 West and Renaissance Drive (future government "campus") to accommodate the current and anticipated growth the County staff.

Discussion & Analysis: Upon approval of the contract, Hobbs and Wooten will be able to begin their processes with the County departments with an anticipated duration of approximately 6 months to complete. Once complete, Hobbs and Wooten will present their findings and recommendations to the County for assessment.

How does this relate to the Comprehensive Plan: Provide infrastructure to support desired development; Become more resilient; Ensure public safety through adequate resources, plans, and partnerships.

Budgetary Impact: Funding has been established through the budgetary process and is in place to cover the costs associated with the contract. The contract value is \$222,000.

Recommendation: Motion to approve the contract with Hobbs Architects for the Space Needs Study/Master Plan project.

**NORTH CAROLINA**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**CHATHAM COUNTY**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this \_\_\_\_\_ day of February, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Hobbs Architects (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

**WHEREAS**, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on March 4, 2024, and end on September 27, 2024, unless terminated hereinafter set forth.
2. Scope of Service: The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. Compensation: As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$222,000.00, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. Insurance: Contractor shall maintain insurance policies as shown in Appendix B for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County  
 Attn: County Manager  
 Post Office Box 1809  
 Pittsboro, North Carolina  
 919.542.8200

Hobbs Architects  
 Attn: Taylor Hobbs  
 159 W. Salisbury Street  
 Pittsboro, NC, 27312  
 919-545-2004  
 thobbs@hobbsarchitects.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
  - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
    - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
    - ii. 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 included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.

- iii. Failure to maintain the insurance required by this Agreement.
- iv. Charging rates or fees in excess of those permitted under this Agreement.
- v. Inefficient, or unsafe practices in providing Services.
- vi. The material breach of any provision of this Agreement.

b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

- 16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
- 17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.
- 18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.
- 19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in their official capacities with legal authority to do so.

**CHATHAM COUNTY**

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

<p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <hr/> <p>Roy Lynch, Finance Director</p>
--

**CONTRACTOR**

By: \_\_\_\_\_  
 Name: Taylor Hobbs  
 Title: Principal

## **APPENDIX 1**

**SCOPE OF WORK:** Development of Space Needs Study/Master Plan

**PROJECT NAME:** Chatham County Space Needs Study/Master Plan

**SCOPE OF SERVICES:** Review current space use for all County departments and develop a space needs study identifying issue and best use of existing facilities and then recommend a Master Plan for use of the existing facilities and the expansion out to the County property near the intersection of Hwy 64 West and Renaissance Drive.

**TOTAL COMPENSATION:** \$222,000.00 (includes reimbursables)

**COMPLETION DATE:** September 27, 2024

**APPENDIX B**

**INSURANCE REQUIREMENTS**

Worker's Compensation  
Statutory Limits

Automobile Liability  
\$250,000 bodily injury per person  
\$100,000 property damage

General /Professional Liability  
\$ 100,000 bodily injury per person  
\$ 500,000 bodily injury per occurrence  
\$ 100,000 property damage  
\$1,000,000 errors and omissions and  
negligent performance



## 1.0. SCOPE OF SERVICES - GENERAL

Chatham County, North Carolina has requested professional services be provided by Hobbs Architects, PA and The Wooten Company (furthermore identified as The Design Team) to develop a Space Needs and Programming Study, which shall include:

### Overview & Assumptions:

- Space Needs Study: The Design Team shall inventory existing space (owned and leased) and then work with department heads to project staffing for the next 5 to 10 to 20 years. Based on this, the Design Team shall recommend options for addressing the county's space needs over the next 5, 10 and 20 years. Part of this effort will be consideration of flexible workspace alternatives given the County's remote work policy.
- Space Programming and Phasing Recommendations: Upon completion of the Space Needs Study, the Design Team shall develop space programming and phasing recommendations. A primary goal of this study is to develop a strategy for most county departments to be relocated to the County-owned Renaissance Drive property. This will include short term renovations for departments to remain in their existing facilities while planning for the long term, phased relocation(s). It is understood that the departments with court-related functions may remain in Pittsboro and that the Courthouse Annex and Old Agriculture Building are slated for future demolition. The Dunlap building and/or site may be an option to house some of these departments.
- Site Master Planning: As requested by the County, site master planning services for the Renaissance Drive property are detailed in Section 4 of this document.
- The Space Needs Study and Space Programming efforts will include consideration of flexible workspace alternatives that reflect the County's remote work policy. This may include office hoteling, shared office spaces, or other possible configurations.
- All existing drawings and associated documentation for County Buildings will be made available to the Design Team. Drawings exist for most County-owned buildings. Chatham County obtained a Facilities Study in 2009, which provided detailed information on all County departments. This study will be used as a basis of formatting where applicable to provide consistency and a continuance of information and thought process. As such, similar projection categories may be employed.

**1.01 Buildings:** (Please see Exhibit B provided by Chatham County)

**1.02 Departments:** (Please see Exhibit B provided by Chatham County)

## 2.0. SPACE NEEDS STUDY SCOPE: The design team shall perform the following tasks:

- 2.1. Interview key elected or administrative personnel and other sources for the above listed departments to:
  - Identify each department's organizational relationships
  - Identify the functions contained in each department
  - Identify each entity/employee required to perform each identified function
  - Identify increases or additions of future functions and their required entities for the next 5 to 10 to 20 years.



- Identify each department's functional relationship to the community
- Identify each department present and future square footage needs
- Develop and provide room data work sheets to each department to provide information on staffing, adjacency, and square footage for present, and the next 5 to 10 to 20 years.
- Site visits with each department to review work sheets and existing conditions.

**2.2.** Owner is to provide:

- Access to key personnel for information collection
- Complete room data work sheets for existing and future 5 to 10 to 20 years.
- List of personnel and operations by departments to be accommodated along with organizational charts and locations
- Floor plans for all existing facilities to be included in the study

**2.3.** Product: The above information will be compiled into a written report which will list all departments with their functions and the square footage required for each entity, for the present and future 5, 10, and 20 years. This report is to be divided into each department with a spreadsheet listing the space needs developed and individual room data sheets for each entity included in the department. An overview spreadsheet will be provided for all County Departments and Buildings listing space needs.

**3.0 SPACE PROGRAMMING AND PHASING RECOMMENDATIONS SCOPE**

**3.1** Develop space programming with recommendations for implementation based upon the areas developed in the Space Needs Study to include the following:

- Listing of all Departments with square footages required for 5, 10, and 20 years.
- Recommendation to renovate, relocate, or add an addition to accommodate space requirements.
- Conceptual floor plans of select existing County buildings to confirm space recommendations. Where appropriate, these plans will include phased improvements to represent County's changing space needs.
- Provide a priority listing of the recommendations.

**3.2** The Owner is to provide:

- Assistance in developing priorities for addition, renovation or relocation.
- Timely review of draft reports and review comments.
- Assistance in setting dates and locations for department meetings and public presentation.

**3.3** Product:

The following deliverables will be provided:

- Space Programming and Phasing Recommendations Report and an electronic copy in PDF format.
- Digital files for space programming in Word and /or Excel format.

**4.0 REQUESTED ADDITIONAL SERVICE - SITE MASTER PLANNING SCOPE**

**4.1** Conceptual Master Plan

Based on the building areas and functional relationships developed, prepare up to two (2) conceptual master plans within the current 270-acre County owned site located off





Renaissance Drive in the County. Conceptual plan will incorporate the following available GIS or other public data features:

- Topography/Contours
- Property boundary
- Building plans of existing facilities already located on the property.
- Streams and buffers
- Wetlands ( from national inventory maps)
- Existing roadways
- Existing utilities (water, sewer, storm, power, gas)

**4.2** Owner is to provide:

- Existing plans of the buildings constructed (digital copy preferred)
- Property Boundary Map (digital copy preferred)
- Utility Plans of existing infrastructure(septic/well permit/plans)
- County Site Development Guidelines
- Copy of the Phase I report, zoning ordinances and any other GIS data for the site available to share

**4.3** Product:

- (2) Conceptual Master Plan options with building footprints showing square footage requirements; proposed lot layouts, internal roadway networks, setbacks, streams/buffers, wetlands, stormwater management, etc. Plan will identify buildable area available within the site due to any know environmental restriction resulting from wetlands and streams/buffers or other factors such as steep slopes (>20%).

**4.4** NCDOT Coordination

- Upon County's approval of the preferred Conceptual Master Plan, preliminary discussions will occur with NCDOT Division Traffic to determine the necessary offsite roadway improvements based on projected traffic impacts. (No design of offsite roadway improvements will occur).

**4.5** Preliminary Master Plan

- Product: Based on the approval of a preferred Conceptual Master Plan, TWC will develop a preliminary master plan for the 270-ac site that will consist of the following:
  - Final Building footprint and parking layout for each proposed lot.
  - Internal Roadway and circulation layout
  - Open space and environmental constraints based on available data shown as non-buildable areas.
  - Site Stormwater Management
  - Recommended Phasing Plan based on input from the County.
  - Hard copy and digital format file of the approved master plan
- Note: Design Team will attend 1 in person meeting and 2 virtual progress meetings with County staff during masterplan development.

**5.0 Design Fees & Schedule:**

<u>Basic Services:</u>		
○ Space Needs Study	:	\$ 80,000
○ Space Programming & Recommendations:		<u>\$ 67,000</u>
	Total	\$147,000



Additional Services:

- o Renaissance Dr. Site Master Planning: \$ 75,000
- o Presentation(s) to County Commissioners upon request: \$ hourly  
(Please see Exhibit A for hourly rates)
- o Schedule:
  - o Space needs development: +/-3-4 months
  - o Space programming: +/-3-4 months
  - o Site master planning: +/-3-4 months

**6.0 Exclusions**

The following services may be provided upon request as an amendment and prior written authorization of the Owner:

- o Cost Estimating (may be provided as additional service)
- o Hazardous Materials Survey or Remediation
- o Geotechnical Investigation and Report
- o Land Surveying Services
- o Grading as part of the Master Plan
- o Engineering Design and Permitting of the Master Plan
- o Traffic Impact Analysis (TIA)
- o Additional Redesigns ordered by the Owner after Master Plan has been accepted by the Owner
- o On-site/Off-site utilities capacity evaluation
- o Offsite roadway improvements , including US 64.
- o Mechanical, Electrical, Plumbing Engineering Services.
- o Structural Engineering Services
- o Landscape Architecture Design Services
- o Environmental Services, including Delineation and Permitting of Impacts (Wetlands, Streams, Buffers, etc.)
- o Phase I/II Environmental Site Assessment studies/reports including testing for asbestos, lead paint and radon.
- o Archeological or Historical Survey.
- o All review/permitting/recording fees required per agency associated with obtaining approvals



**EXHIBIT A**

**HOBBS ARCHITECTS HOURLY RATES**

Architect	\$200.00 per hour
Senior Designer	\$125.00 per hour
CAD Technician	\$ 75.00 per hour
Office Manager	\$ 50.00 per hour

EXHIBIT B - LIST OF CHATHAM COUNTY FACILITIES, PROVIDED BY CHATHAM COUNTY

FY2024

Department	Division	Location	Own/Lease	Square Foot Occupied	Building Maintenance Performed by Building Maintenance (Y or N)	Janitorial Services Performed by Facilities Maintenance (Y or N)	Utilities Charged to Facilities Maintenance (Y or N)	Notes	blank	blank 2
Courts	Safe Havens	45 West Salisbury St, Pittsboro	Lease	1,000	n*	y	n	*Assist with maintenance		
Courts	Child Victim Services	45 West Salisbury St, Pittsboro	Lease	500	n*	y	n	*Assist with maintenance		
Courts	Child Planning	45 West Salisbury St, Pittsboro	Lease	500	n*	y	n	*Assist with maintenance		
Sheriff	Satellite	50101 Governors Drive, Ste 108	Lease	886	n	n	y			
Elections	Storage	6285 US HWY 64 W, Pittsboro	Lease	150	n	n	y			
Sheriff	Narcotics	89 W Chatham St, Pittsboro	Lease	2,232	y	y	y			
Social Services	File Storage	959 East St Ste C-2, Pittsboro	Lease	820	n	n	n			
Elections		959 East St/984 Thompson St Ste D & E-1, Pittsboro	Lease	2,834	y	y	y	Will move to Performance Building - Kit Stanley to occupy this space after (45 Salisbury St)		
Courts	Probation	SC Business Park-134 Village Lake Rd	Lease	3,000	y	y	y			
Sheriff	Storage	Unit D1 128 McGhee Rd, Chapel Hill	Lease	130	n	n	y			
Non-Profits	CORA	40 Camp Drive, Pittsboro	Own	7,748	y	y	y	Added new 2800 sq ft building		
Waste Management	Cole Park Collection Center	11632 US 15501 N, Chapel Hill	Own	168	n	n	n			
Waste Management	Siler City Collection Center	135 Silk Hope Rd, Siler City	Own	168	n	n	n			
Waste Management	Bonlee Collection Center	1528 Elmer Moore Rd, Bonlee	Own	168	n	n	n			
Waste Management	Pittsboro Collection Center	180 Martin Luther King Jr Dr, Pittsboro	Own	168	n	n	n			
Waste Management	Harpers Xroads Collection Center	19921 NC Hwy 902, Bear Creek	Own	168	n	n	n			
Waste Management	Marthas Chapel Collection Center	24 Gardner Rd, Apex	Own	168	n	n	n			
Waste Management	Moncure Collection Center	2855 Old US 1, Moncure	Own	168	n	n	n			
Public Works	Water Treatment Plant	290 Beaver Creek Rd, Apex	Own	6,109	y	y	n			
Waste Management	Bennett Collection Center	3142 Bennett Siler City Rd, Bennett	Own	168	n	n	n			
Waste Management	Asbury Collection Center	34 Mt View Church Rd, Moncure	Own	168	n	n	n			
Waste Management	Crutchfield Xroads Collection Ctr	4030 Silk Hope Liberty Rd, Snow Camp	Own	168	n	n	n			
Waste Management	Hadley Collection Center	65 East Perry Rd, Pittsboro	Own	168	n	n	n			
Public Works	Water Shop	724 Landfill Rd, Pittsboro	Own	1,527	y	n	n			
Public Works	Storage Shed	724 Landfill Rd, Pittsboro	Own	1,440	n	n	n			
Waste Management	Administration	20 County Services Rd.	Own	5,100	y	y	n			
Waste Management	HHW Facility	726 Landfill Rd, Pittsboro	Own	771	y	n	n			
Waste Management	Special Waste Shed	728 Landfill Rd, Pittsboro	Own	2,419	n	n	n			
Waste Management	Goldston Collection Center	7285 Pittsboro Goldston Rd, Goldston	Own	168	n	n	n			
Waste Management	Storage Shed/Maintenance	811 Landfill Rd, Pittsboro	Own	240	y	n	n			
Vacant		Old Agriculture Building	Own	5,113	y	y	y	Vacant-Moved to New Agriculture & Conference Center in FY17		
Vacant		Old Agriculture Building	Own	1,717	y	y	y	Vacant-Moved to New Agriculture & Conference Center in FY17		
General	Auditorium	Old Agriculture Building	Own	2,724	y	y	y			
Vacant		Old Agriculture Building	Own	4,105	y	y	y	Vacant-Moved to New Agriculture & Conference Center in FY17		
Sheriff	Animal Control	725 Renaissance Drive	Own	15,634	y	y	n	Added new building		
County Manager	Manager/Comm Rel Dir/ Safety&Risk Coord	Annex	Own	3,111	y	y	y			
County Manager	Attorney	Annex	Own	250	y	y	y			
Finance		Annex	Own	3,359	y	y	y			
Register of Deeds		Annex	Own	1,666	y	y	y			
Tax	Administration	Annex	Own	1,836	y	y	y			
Tax	GIS	Annex	Own	528	y	y	y			
Tax	Revaluation	Annex	Own	1,215	y	y	y			
Finance	Finance	Annex	Own	2,660	y	y	y			
Central Permitting	Building Inspections	Dunlap Building	Own	900	y	y	y			
Central Permitting	Fire Inspections	Dunlap Building	Own	480	y	y	y			
Central Permitting	Central Permitting	Dunlap Building	Own	2,750	y	y	y			
General	Classrooms/Open Area	Dunlap Building	Own	4,065	y	y	y			
Health	Environmental	Dunlap Building	Own	2,300	y	y	n			
Health	Preparedness & Surveillance	Dunlap Building	Own	1,692	y	y	n			
Health	Family Outreach Services	Dunlap Building	Own	2,255	y	y	n			
Health	Administration	Dunlap Building	Own	563	y	y	n			
Health	Clinic	Dunlap Building	Own	2,255	y	y	n			
Planning	Planning	Dunlap Building	Own	1,840	y	y	y			
Chatham County Arts Council		118 West St	Own	1,495	y	y	y	Leased by Chatham Arts Council		
		295 West Street	Own	915	y	y	y			
		295 West Street	Own	4,573	y	y	y			
Manager	Vacant	Historic Courthouse	Own	11,928	y	y	y			
Sheriff	Magistrate	New Detention Center	Own	1,220	y	y	y	**In Law Enforcement Center Until May, 2015 when moved to New Detention; Then this square footage was absorbed by the		
Sheriff	Detention		Own	8,905	y	y	y	**Detention used this space in the law enforcement center until March, 2015 when they moved to New Detention; Then this s		
Sheriff	Detention	New Detention Center	Own	62,127	N (assist CCSO staff)	Y-ONLY 6000 SQ FT	y	**Moved to New Detention Center - March, 2015		
Sheriff	Sheriff	Law Enforcement Center - 297 West Street	Own	8,765	y	y	y			
Sheriff	Sheriff	Law Enforcement Center	Own	800	y	y	y	**Moved to New Detention Center - May, 2015		
Sheriff Annex	Sheriff	369 West Street						*Old School Central Services		
MIS	MIS	158 West Street	Own	4,901	y	y	y			
Emergency Operations	FirstHealth	Siler City FirstHealth Building	Own	616	n	n	n			
Health	General	Siler City Office Bldg #1 - 1000 South 10th Ave	Own	8,118	y	y	n			
Health	Family Outreach Services	Siler City Office Bldg #2 - 1105 E Cardinal St	Own	588	y	y	n			
Mental Health	Mental Health	Siler City Office Bldg #2 - 1105 E Cardinal St	Own	2,431	y	y	y	Leased by Daymark		
Mental Health	Mental Health	Siler City Office Bldg #2 - 1105 E Cardinal St	Own	518	y	y	y			
Social Services	Satellite	Siler City Office Bldg #2 - 1105 E Cardinal St	Own	769	y	y	n			
Social Services		Social Services Building - 102 Camp Drive	Own	30,400	y	y	n			
Library	Goldston Branch	Goldston Library	Town Owns	1,200	y	y*	y			
Library	Siler City Branch	Wrenn Library	Town Owns	6,700	n (assist Siler City)	n (1910 pays for contract)	n			
Library	Pittsboro Branch	New CCCC Library	Own	21,000	n (assist CCCC staff)	n	n			

Department	Division	Location	Own/Lease	Square Foot Occupied	Building Maintenance Performed by Building Maintenance (Y or N)	Janitorial Services Performed by Facilities Maintenance (Y or N)	Utilities Charged to Facilities Maintenance (Y or N)	Notes	blank	blank 2
Public Works	Water	Performance Building	Own	2,034	y	y	y	**Absorbed Governing Board office in FY15		
CVB		Performance Building	Own	196	y	y	y			
Facilities & Construction		Performance Building	Own	8,204	y	y	y			
Solid Waste & Recycling	Garage	811 Landfill Rd, Pittsboro	Own	2,400	y	n	y			
Facilities & Construction	General Areas/Meeting Space/Storage	Performance Building	Own	3,075	y	y	y			
EDC		Performance Building	Own	891	y	y	y			
Parks & Recreation		Performance Building	Own	3,500	y	y	y	Moved from 90 East Street		
Elections		Performance Building	Own	~ 3,000	y	y	y	Moving from Thompson St after Reno		
Lease Contracts		Performance Building	Own	12,100	y	y	y			
Courts	Court Facilities	Justice Center	Own	70,463	y	y	n			
Courts	Juvenile Justice	Justice Center	Own	1,125	y	y	n			
Courts	Public Defender	Justice Center	Own	2,790	y	y	n			
Courts	Probation	Justice Center	Own	740	y	y	n			
Courts	Project Turnaround	Justice Center	Own	2,620	y	y	n			
Courts	District Attorney	Justice Center	Own	3,580	y	y	n			
Sheriff	Sheriff	Justice Center	Own	4,260	y	y	n			
Jail	Jail	Justice Center	Own	4,030	y	y	n			
Manager	Archival Storage	Justice Center	Own	1,970	y	y	n			
Manager	Storage	Justice Center	Own	2,790	y	y	n			
Cooperative Extension		Agriculture & Conference Center	Own	5,315	y	y	y	*New Building in FY17		
Soil & Water Conservation District/Farm		Agriculture & Conference Center	Own	3,851	y	y	y	*New Building in FY17		
Service Agency/Natural Resources										
Conservation Services										
Ag Conference Center		Agriculture & Conference Center	Own	19,234	y	y	y	*New Building in FY17		
NC Forestry Service		Agriculture & Conference Center	Own	2,889	y	y	y	*New Building in FY17		
Emergency Operations	EM & Comm	112 Innovation Way	Own	25,435	y	y	y	*New Building in FY24		
EOC Backup Center	EM & Comm	Alston Bridge Road, SC	Qwn		y	y	y			
Aging Services - Pittsboro		365 Hwy 87 N			y	y	y			
Aging Services - Siler City		112 Village Lake Rd, SC			y	y	y			
Utility/Tax Payment Center		162 West Street	Own		y	y	y	*Old bank building		



# Chatham County, NC

## Text File

File Number: 24-5135

---

**Agenda Date:** 2/19/2024

**Version:** 1

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

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

**File Type:** Contract

Vote to approve the lease agreement with Central Carolina Community College (CCCC) for the George Lucier Sustainable Technology building on the Pittsboro campus

### Introduction & Background:

The George Lucier Sustainable Technology building (Building #45) on the CCCC Pittsboro campus was built at the same time as the Chatham Community Library and opened in 2010.

The buildings share common electrical and HVAC systems. Since its opening, CCCC has maintained the building. This lease is similar to the existing agreement with CCCC for the Health Sciences Campus located on 15-501 North.

How does this relate to the Comprehensive Plan: 9. Provide equitable access to high-quality education, housing, and community options for all.

Budgetary Impact: N/A

### Recommendation/Motion:

Motion to approve the lease agreement with Central Carolina Community College (CCCC) for the George Lucier Sustainable Technology building on the Pittsboro campus.

LEASE AGREEMENT

THIS LEASE. made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Chatham County ("County") whose address is P.O. Box 1809, Pittsboro, North Carolina 27312 and The Board of Trustees of Central Carolina Community College ("College") whose address is 764 West Street, Pittsboro, North Carolina 27312. Either the County or the College may be referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

**PREMISES**

1. County, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by College, Leases and rents unto College, and College hereby Leases and takes upon the terms and conditions which hereinafter appear, the following described property that houses the College's Agricultural program (hereinafter called the "Premises"), to wit:

BEING known and designated as Structure 199 on Parcel Number 0087623 as shown on the Chatham County Land Records View Map and is part of Tract 1-A containing 2.03 acres, more or less, according to a plat entitled "Minor Subdivision for The Trustees of Central Carolina Community College, Owner," prepared by Infinite Land Design, PC, dated January 5 2009 and recorded in Plat Slide 2009-7 of the Chatham County Registry, reference to which is hereby made for a more particular description.

**TERM**

2. The College shall have and hold the Premises for a term of fifty (50) years beginning on the 1st day of \_\_\_\_\_, 2023.

**RENTAL**

3. College agrees to pay County without demand, deduction or set off, an annual rental of \$1.00 payable in advance on the first day of each calendar year during the term hereof.

**UTILITIES, FACILITY OPERATIONS, AND CUSTODIAL CARE**

4. College shall be responsible for all utilities used on or in the Premises. Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said Party's name. All utility accounts shall be kept in the College's name and shall be paid promptly. The College will manage the facility operations, maintenance, and custodial care. The costs incurred by the College for the heating, cooling, and water systems that directly support the County's library building shown as Structure 197 on Parcel Number 0087623 (the "Library") shall be reimbursed by the County to the College based on invoices submitted to the County within thirty (30) days of the costs being incurred and receipt of a proper invoice detailing the work performed.

The College Physical Plant Department will provide or contract maintenance services as necessary to

ensure that the heating, cooling, and water systems that support the Library are maintained.

## **USE OF PREMISES**

5. The Premises shall be used for College sanctioned services and events only. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

## **TAXES**

6. The County represents that it owns the Premises and the Parties agree that it is exempt from both town and county taxes.

## **INDEMNITY INSURANCE**

7. During the term of this Lease, the College shall maintain the following policies of insurance at the College's cost and expense.

(a) Commercial General Liability Insurance covering liability arising out of the College's use and occupancy of the Premises, including that of the College's Board of Trustees, employees, students, customers, agents, contractors, and member of the public with combined single limits of not less than \$5,000,000.00 per occurrence and \$5,000,000.00 as an annual aggregate, arising out of claims for bodily injury (including death) and property damage.

Only to the extent and in the manner permitted under North Carolina law, including but not limited to NCGS § 143-291 et seq., College agrees to and hereby does indemnify and hold County harmless against all claims for damages to persons or property by reason of College's use or occupancy of the Premises, and all expenses incurred by County because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, College shall during the term of this Lease and any extension or renewal thereof, and at College's expense, maintain in full force and effect comprehensive general liability insurance, which insurance that shall contain a special endorsement recognizing and insuring any liability accruing to College under the first sentence of this paragraph, and naming County as additional insured. College shall provide evidence of such insurance to County prior to the commencement of the term of this Lease. County and College each hereby release and relieve the other, and waive any right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of County or College or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. County and College shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(b) Casualty insurance insuring the Premises against loss or damage by fire or other insurable hazards and contingencies, including fire and extended coverage, in the amount of full replacement value, with a minimum amount of \$5,000,000.00. College shall pay upon demand as additional rental during the term of this Lease and any extension or renewal thereof all fire and extended coverage insurance in the minimum amount of at least \$5,000,000.00 including any and all public liability insurance on the building. College shall pay all insurance as provided herein within fifteen (15) days after receipt of notice from County as to the amount due.



(c) The insurance required by (a) and (b) above shall be issued by a company or companies authorized to do business under the laws of the State of North Carolina rated not less than "A" by A.M. Best and Company. The College shall furnish Certificates of Insurance to the County, naming the County as an additional insured. The certificates shall clearly indicate that the College has obtained insurance of the type, amount, and classification as required by this paragraph, that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County, and that the insurance companies have waived any rights or subordination against the College or the County. Compliance with the foregoing requirements shall not relieve the College from any liability or obligation under this Lease.

(d) Worker's Compensation insurance coverage as statutorily required.

## **REPAIRS**

8. College agrees to keep in good repair all the heating, cooling, and water systems within the structure, including repairs rendered necessary by the negligence or intentional wrongful acts of College, its agents, employees or invitees. College shall make any necessary plumbing, electrical, heating and air conditioning system component replacements. For the purposes of this Lease and unless otherwise indicated, replacement shall be required if the estimated costs to repair any single item is greater than \$1,000.00. Only to the extent and in the manner permitted under North Carolina law, including but not limited to NCGS § 143-291 et seq., College shall indemnify County from any liability, claim, demand or cause of action arising on account of College breach of the provisions of this paragraph. County shall promptly report in writing to College any defective condition known to it which College is required to repair or replace.

The College shall, throughout the term of this Lease, and any extension or renewal thereof, at its expense, in good order and repair the Premises and other improvements located thereon not required to be maintained by the County. College agrees to return the Premises to County at the expiration or prior termination of this Lease, in as good condition and repair as when first received, usual wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. County's employees, agents, contractors or subcontractors shall take no action which may void any manufacturer's or installer's warranty with relation to the Premises. Only to the extent and in the manner permitted under North Carolina law, including but not limited to NCGS § 143-291 et seq., County shall indemnify and hold College harmless from any liability, claim, demand or cause of action arising on account of County's breach of the provisions of this paragraph.

## **ALTERATIONS**

9. College shall not make any alterations, additions, or improvements to the Premises without County's prior written consent. College shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon County's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by County, free of any liens or encumbrances. County may require College to remove any alterations, additions or improvements (whether or not made with County's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at College's expense. All alterations, additions and improvements which County has not required College to remove shall become County's property and shall be surrendered to County upon the termination of this Lease, except that College may remove any of College's machinery or equipment which can be removed without material damage to the Premises. College shall repair, at

College's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

This Paragraph shall not apply to minor alterations to the Premises, including but not limited to adding electrical outlets, repainting of walls, modification of lighting fixtures, hanging of wall décor or pictures, installation of minor furniture such as shelving, and other substantially similar projects. Major projects that require capital expenditures from the County or that fundamentally alter the structure, functionality, layout, or integrity of the building are not included in this exception.

#### **REMOVAL OF FIXTURES**

10. College may, prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided College repairs all damage to the Premises caused by such removal.

#### **DESTRUCTION OF OR DAMAGE TO PREMISES**

11. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between County and College as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, College shall have the election as to whether to terminate this Lease. Should the College not elect to terminate this Lease, the rental shall abate in such proportion as effective use of the Premises has been affected, and College shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. Restoration shall be accomplished, if required hereunder, within 365 days of receipt of insurance proceeds by College.

#### **GOVERNMENTAL ORDERS**

12. College agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of College's occupancy of the Premises. County agrees to comply promptly with any such requirements if not made necessary by reason of College's occupancy.

#### **ASSIGNMENT AND SUBLETTING**

13. College shall not, without the prior written consent of County, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any Party other than the College. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of County. The Assignee of College, at option of County, shall become directly liable to County for all obligations of College hereunder, but no sublease or assignment by College shall relieve College of any liability hereunder.

#### **EVENTS OF DEFAULT**

14. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Party defaulting: (a) College fails to pay the rental as provided for herein; (b) College abandons or vacates the Premises and fails to pay rental provided for herein; (c) College fails to comply with or abide by and perform any other obligation imposed upon College under this Lease. (d) County fails to comply with or abide by and perform any obligation

imposed upon County under this Lease

#### **REMEDIES UPON DEFAULT**

15. Upon the occurrence of Event of Default by College, County may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law; (a) if the Event of Default involves nonpayment of rental and College fails to cure such default with five (5) days after receipt of written notice thereof from County, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and College fails to cure such default within fifteen (15) days after receipt of written notice of default from County, County may terminate this Lease by giving written notice to College and upon such termination shall be entitled to recover from College damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, County may terminate this Lease by giving written notice to College and, upon such termination, shall be entitled to recover from College damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated). Upon the occurrence of Event of Default by County, College may terminate this Lease by giving written notice to County. In the event either Party hires an attorney to enforce its rights upon default, the prevailing Party shall be liable for the other Party's reasonable attorney's fees and court costs.

#### **EXTERIOR SIGNS**

16. Any and all signs placed on the Premises by College shall be maintained in compliance with governmental rules and regulations governing such signs and College shall be responsible to County for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

#### **HOLDING OVER**

17. If College remains in possession of the Premises after expiration of the term hereof, with County's acquiescence and without any express agreement of the Parties, College shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If College remains in possession of the Premises after expiration of the term hereof without County's acquiescence, College shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which College so remains in possession of the premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

#### **ATTORNEY'S FEES**

18. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of County or College, the prevailing Party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

#### **RIGHTS CUMULATIVE**

19. All rights, powers and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law.

## **WAIVER OF RIGHTS**

20. No failure of either Party to exercise any power given it hereunder or to insist upon strict compliance by the other of its obligations hereunder and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

## **ENVIRONMENTAL LAWS**

21. (a) College shall not bring onto the premises any Hazardous Materials (as defined below) without the prior written approval by County. Any approval must be preceded by submission to County of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by County, College covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations, and laws, whether now in force or hereafter adopted relating to College's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either County or College relating to the use by College on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove Materials from the Premises, either after their use by College or upon the expiration or earlier termination of this Lease, in compliance with all applicable laws all Hazardous Materials placed thereon during County's occupancy.

College shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and College shall provide County with copies of all such items upon request. College shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by College, or related in any manner to Hazardous Materials. In addition, College shall provide County with copies of all responses to such correspondence at the time of the response.

Only to the extent and in the manner permitted under North Carolina law, including but not limited to NCGS § 143-291 et seq., College hereby indemnifies and holds harmless County, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, from time to time, and regulations promulgated thereunder, any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials) paid, incurred or suffered by, or asserted against, County as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises on any Hazardous Materials caused by College or College's agents, employees, invitees or successors in interest. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by College, its agents, employees, invitees or successors in interest.

If College fails to comply with the covenants to be performed hereunder with respect to hazardous materials, or if an environmental protection lien is filed against the premises as a result of the actions of College, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

College will give County prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

College will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

### **TIME OF ESSENCE**

22. Time is of the essence in this Lease.

### **ABANDONMENT**

22. College shall not abandon the Premises at any time during the Lease term. If College shall abandon the premises or be dispossessed by process of law, any personal property belonging to College and left on the Premises for a period of 30 days shall, at the option of County, be deemed abandoned, and available to County to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises. This section shall not be construed to prohibit College's temporary cessation of operations on the Premises as long as it complies with all of the other provisions of this Lease.

### **DEFINITIONS**

23. "College" as used in this Lease shall include the Central Carolina Community College, its assigns and successors in title to the Premises. "County" shall include the County of Chatham and its, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also County's assignees or sub-lessees as to the Premises covered by such assignment or sublease. "College", "County", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular Parties.

### **NOTICES**

24. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to College shall be delivered or sent to the address shown at the beginning of this Lease, except that upon College taking possession of the Premises, then the Premises shall be College's address for such purposes. Notices to County shall be delivered or sent to the address shown at the beginning of this Lease.

All notices shall be effective upon delivery. Any Party may change its notice address upon written notice to the other Parties, given as provided herein.

### **ENTIRE AGREEMENT**

25. This Lease contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing duly executed by all the Parties hereto.

**AUTHORIZED LEASE EXECUTION**

26. Each individual executing this Lease represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the Parties.

**SPECIAL STIPULATIONS**

27. Any special stipulations are set forth in the attached Exhibit A. Insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

**MEMORANDUM OF LEASE**

28. Upon request by either County or College, the Parties hereto shall execute a short form Lease (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Rent and other sums due) as either Party may wish to incorporate. The cost of recording such memorandum of Lease shall be borne by the Party requesting execution of same.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be signed by their respective duly authorized officers, the day and year first above written.

CHATHAM COUNTY

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

By: \_\_\_\_\_  
Karen Howard, Chair  
Chatham County Board of Commissioners

ATTEST:

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

**CCCC**

DRAFT



# Chatham County, NC

## Text File

File Number: 24-5120

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Emergency Operations

**File Type:** Agenda Item

Vote to approve the naming of one private road in Chatham County listed as Mystic Meadow Farm Lane

Action Requested: Motion to approve the private drive(s) as listed  
A.Mystic Meadows Farm Lane

Introduction & Background: The Chatham County Commissioners adopted an ordinance providing the establishment for the naming of private roads in Chatham County. The Office of Emergency Operations has received one petition requesting the naming of one (1) private road located in Chatham County on private property. These petitions are in order, complete and bear the proper number of required signatures.

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

How does this relate to the Comprehensive Plan:

Budgetary Impact: The cost of road signage for these roads will be \$78.00 per sign. The maximum cost will be \$78.00. The Chatham County Commissioners have decided to absorb this cost for the making and installation of these private road signs.

Recommendation: Motion to approve the naming of one private road in Chatham County listed as Mystic Meadow Farm Lane.



## CHATHAM COUNTY ROAD NAMING REQUEST FORM

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

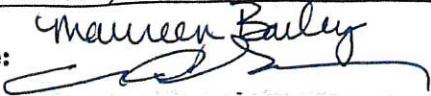
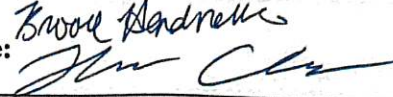
**ALL INFORMATION BELOW MUST BE COMPLETED**

<p><b>1. APPLICANT INFORMATION</b>                  Name: <i>Gene + Maureen Bailey</i>                  Address: <i>601 Flint Ridge Road</i>                  City, State &amp; Zip Code: <i>Siler City NC 27344</i>                  Phone Number: <i>919.742.3765</i></p>	<p><b>2. TYPE OF REQUEST (check one box only)</b>  <input checked="" type="checkbox"/> Private road or driveway  <input type="checkbox"/> Renaming of road  <input type="checkbox"/> Other</p>
<p><b>3. PROPERTY INFORMATION</b>                  State Road Number (if applicable):                  Township where Road Originates: <i>Albright</i> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Select one here</span>                  Will the road be part of a development? <i>Albright</i>                  Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  If a development, is it:                  A major development <input type="checkbox"/>                  A minor development <input type="checkbox"/>                  Is it possible that this will be come a state road?                  Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  Length of road: <i>.5 miles</i>                  Type of road (check one answer only)                  Private <input checked="" type="checkbox"/> Public <input type="checkbox"/></p>	<p><b>4. ROAD NAME INFORMATION**</b>                  What is the existing road name (if applicable)?                   What are the proposed or new road name(s)?                  • <i>Mystic Meadows Farm Lane</i>                  •                  •                   If existing name is to be changed, what is the reason for this change?</p>
<p><b>5. DIRECTIONS TO ROAD (only needed if it is a private road):</b> <i>US 64 West, turn right on Silk Hope Road. Turn left on Silk Hope Liberty Road. Turn right on Flint Ridge Road will be on left.</i></p>	
<p><b>6. ATTACHMENTS REQUIRED</b>                  Names, addresses and phone numbers of ALL adjacent property owners (see page 2).**</p> <ul style="list-style-type: none"> <li>• Signatures of at least 60% of adjacent property owners (see page 2).</li> <li>• Attached map with marked location of the road on the map.</li> </ul>	

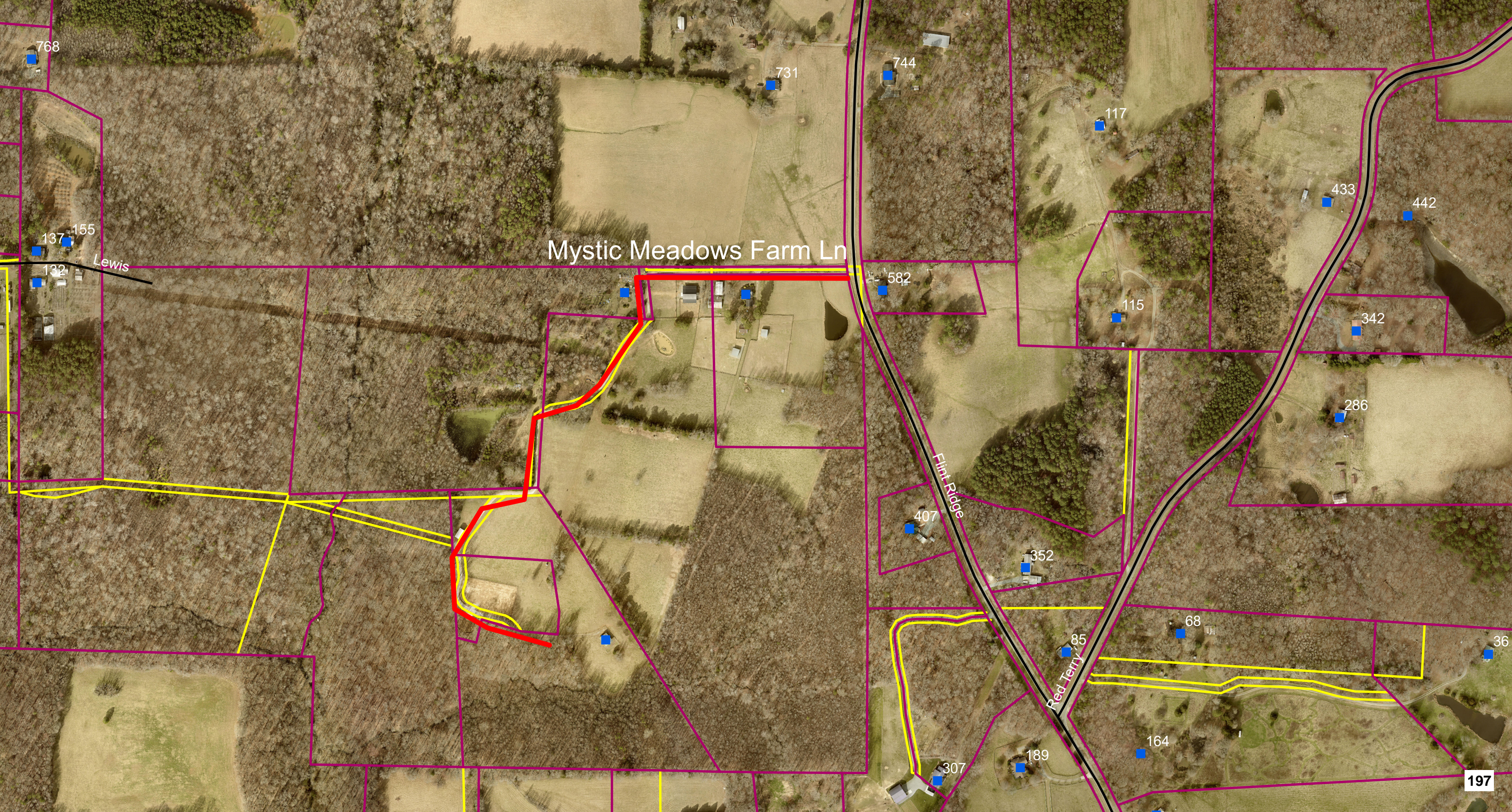
**\*\*IMPORTANT:** The County Board of Commissioners may consider a number of factors when naming or renaming a road, including the number of adjacent owners, acreage of ownership, historical significance of a road name, and roads with similar names.

7. Signature of Applicant: *Maureen Bailey* Date of Signature: *25 Jan 24*  
 Date Submitted to County EOC: \_\_\_\_\_

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

<b>PROVIDE A COMPLETE LIST OF ALL ADJACENT PROPERTY OWNERS, INCLUDING NAME, ADDRESS &amp; PHONE NUMBERS.</b>	<b>SIGNATURES: We, the undersigned owners, are in favor of the proposed road name inserted here: (NOTE: Only sign below if you approve of the road name above.)</b>
Name: Maureen + Gene Bailey Address: 601 Flint Ridge Road Siler City NC Phone #: 919.742.3765 27344	Signature: 
Name: Brooke Hendricks + Kevin Owens Address: 765 Flint Ridge Road Siler City NC Phone #: 919.548.1589 27344	Signature: 
Name: Phillip + Elizabeth Cox Address: 603 Flint Ridge Road Siler City NC Phone #: 919.816.6677 27344	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:





Mystic Meadows Farm Ln

Lewis

Flint Ridge

Red Terry

768

137

155

132

731

744

117

433

442

582

115

342

286

407

352

68

85

164

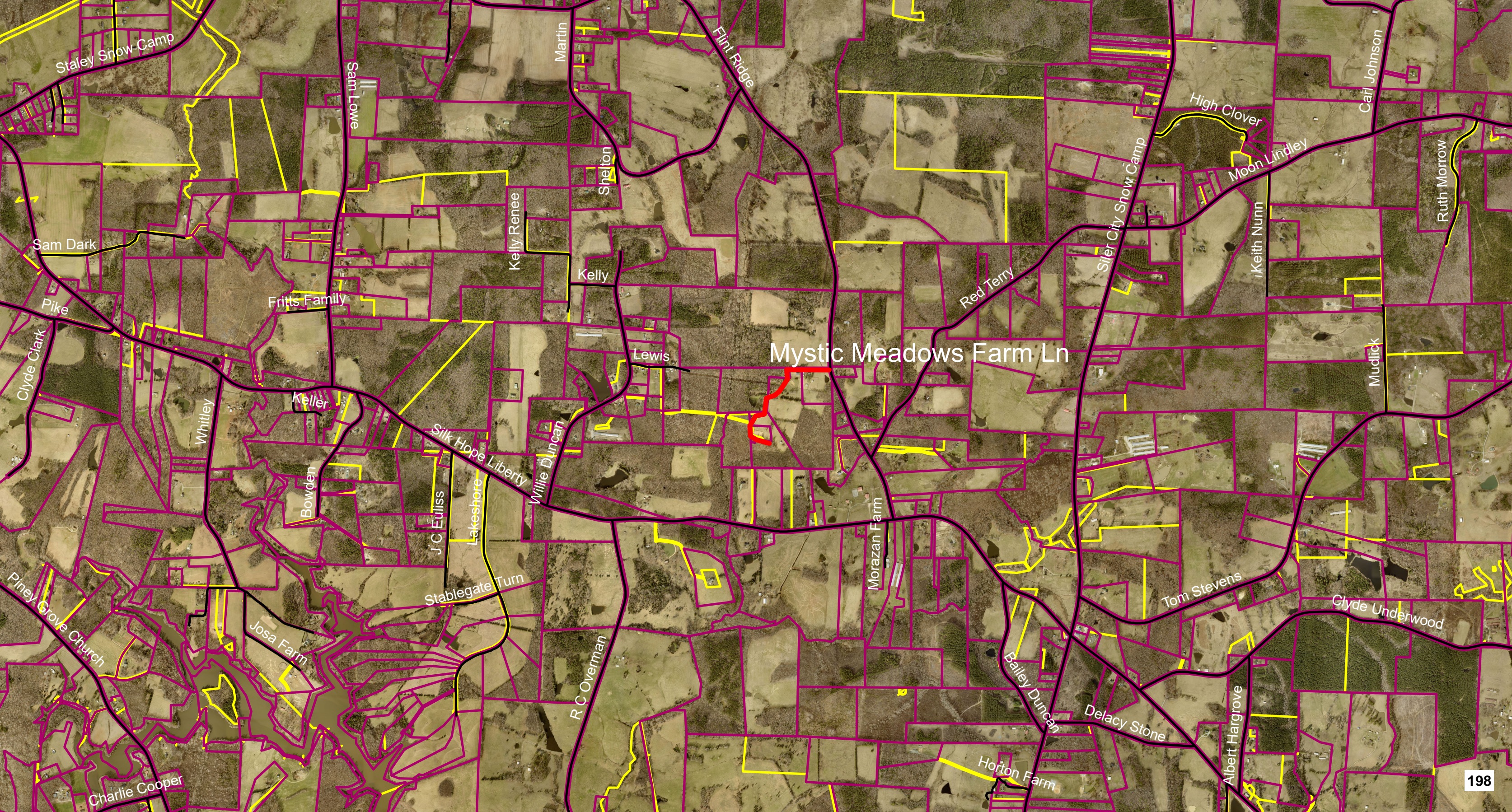
307

189

36

197





Mystic Meadows Farm Ln





# Chatham County, NC

## Text File

File Number: 24-5128

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Emergency Operations

**File Type:** Agenda Item

Vote to approve the naming of one private road in Chatham County listed as Forest River Drive

Introduction & Background:

Action Requested: Motion to approve the private drive(s) as listed as Forest River Drive.

The Chatham County Commissioners adopted an ordinance providing the establishment for the naming of private roads in Chatham County. The Office of Emergency Operations has received one petition requesting the naming of one (1) private road located in Chatham County on private property. These petitions are in order, complete and bear the proper number of required signatures.

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

How does this relate to the Comprehensive Plan:

Budgetary Impact: The cost of road signage for these roads will be \$78.00 per sign. The maximum cost will be \$78.00. The Chatham County Commissioners have decided to absorb this cost for the making and installation of these private road signs.

Recommendation/Motion: Motion to approve the naming of one private road in Chatham County listed as Forest River Dr.

## CHATHAM COUNTY ROAD NAMING REQUEST FORM

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

**ALL INFORMATION BELOW MUST BE COMPLETED**

<b>1. APPLICANT INFORMATION</b> Name: Faye Li Zhou Address: 1444 Center Grove Church Road City, State & Zip Code: Moncure, N. C. 27559 Phone Number: 919-337-3709 (cell)	<b>2. TYPE OF REQUEST (check one box only)</b> <input checked="" type="checkbox"/> Private road or driveway <input type="checkbox"/> Renaming of road <input type="checkbox"/> Other
<b>3. PROPERTY INFORMATION</b> State Road Number (if applicable): Township where Road Originates: :Oakland Will the road be part of a development? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If a development, is it: A major development <input type="checkbox"/> A minor development <input checked="" type="checkbox"/> Is it possible that this will be come a state road? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Length of road: 1000 feet Type of road (check one answer only) Private <input checked="" type="checkbox"/> Public <input type="checkbox"/>	<b>4. ROAD NAME INFORMATION**</b> What is the existing road name (if applicable)?  What are the proposed or new road name(s)? <ul style="list-style-type: none"> <li>• Forest River Drive</li> <li>•</li> <li>•</li> </ul> If existing name is to be changed, what is the reason for this change?
<b>5. DIRECTIONS TO ROAD (only needed if it is a private road):</b> Take 15-501 south from Pittsboro for 5 miles ; take a right on Center Grove Church Road and go 1.5 miles to the property, which is on the right or west side of the road	
<b>6. ATTACHMENTS REQUIRED</b> Names, addresses and phone numbers of ALL adjacent property owners (see page 2).** <ul style="list-style-type: none"> <li>• Signatures of at least 60% of adjacent property owners (see page 2).</li> <li>• Attached map with marked location of the road on the map.</li> </ul>	

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

7. Signature of Applicant: \_\_\_\_\_ Date of Signature: 01/23/2024  
 Date Submitted to County EOC: \_\_\_\_\_





Forest River Dr

Center Grove Church

NC 87

Chimney Rock

Rocky River

Horseshoe Falls

201

1107

1057 1055

1225

1360

1358

6405

420

1444

6407

406

1600

1040

271

1680

1106

939

264

6821

1110





Forest River Dr

Mt View Church

Chatham Church

The Last

Gymis Creek

East Gargus

Gade Bryant

Appleseed

Woody Dam

Johnny Shaw

Whatt

Laurel Hill

Holly Berry

Mays Chapel

Forest River Dr

McNel

Mill Stone

Mays

Dovetail

In Harmony

Deercorn

Fair Acres

Hoover Hill

Bethany Springs

Chimney Rock

Rocky Falls

Rosser

Taylor's Chapel

Blue Stone

Holly Tree

Rocky River

J McCrinmon

Asbury Church

Gods

Minow Johnson

Rocky River

Lees Well

Lydia Perry

Wade Bright

Walter Bright

River Forks

Cumberland

Big Sky





# Chatham County, NC

## Text File

File Number: 24-5140

---

**Agenda Date:** 2/19/2024

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Contract

**Agenda Number:**

Vote to approve the contract with North Carolina Department of Commerce, Division of Employment Security for DES to provide on-line access to claims, wage history information, and employer reference data for the Tax Department

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Budgetary Impact:

Recommendation/Motion: Motion to approve the contract with North Carolina Department of Commerce, Division of Employment Security for DES to provide on-line access to claims, wage history information, and employer reference data for the Tax Department.

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the North Carolina Department of Commerce, Division of Employment Security (“DES”), and **Chatham County** (“Agency”) in order for DES to provide on-line access to claims, wage history information, and employer reference data (collectively the “Confidential Information”) in the possession of DES needed by the Agency's employees in the performance of their public duties as set out in Exhibit A attached hereto and incorporated herein by reference. “Confidential Information” includes originals and copies of the information, in whatever form, whether it be print, electronic, tape, or otherwise, as well as derivative records and reports created from the information, unless in the form of aggregated information, containing no individual or employer identifying data.

**I. PERFORMANCE:**

**A. AGENCY AGREES THAT IT SHALL:**

- (1) Observe the confidentiality provisions of all governing state and federal statutes and administrative rules and regulations for the protection of Confidential Information, in particular N.C. Gen. Stat. § 96-4(x) and subpart B of 20 C.F.R. Part 603. Access to the Confidential Information will be provided only to Agency employees who are required to perform activity required by this Agreement and who need to access it for purposes listed in this Agreement, and who have executed a Confidentiality Acknowledgment (“Acknowledgment”) in the form of the attached Attachment B (“Authorized Personnel”). The executed Acknowledgments shall be maintained by the Agency in one central location on the premises of the Agency and such Acknowledgments shall be available for inspection and review by DES during the Agency's regular business hours.
- (2) Observe security clearance procedures as documented for departments of the State of North Carolina by the Department of Information Technology or as explained by DES personnel, and consult with appropriate DES personnel regarding any client information needed with respect to security clearance procedures.
- (3) Implement safeguards and precautions to ensure that only Authorized Personnel have access to the Confidential Information.
- (4) Ensure that the request or usage of the Confidential Information provided by DES shall be used by Authorized Personnel only for the purposes in the MOU, and that the source of the Confidential Information shall not be disclosed except for purposes consistent with this MOU, nor shall the

Confidential Information be transferred to anyone other than to Authorized Personnel.

- (5) Protect the confidentiality of the information by utilizing appropriate firewalls and encryptions.
- (6) Instruct all Authorized Personnel with access to Confidential Information that they are prohibited from printing the information in hard copy form unless a printed copy is necessary for the performance of the employee's public duties as defined in 20 C.F.R. § 603.5(e). Disposal of all printed copies, in the manner described in Section I.A.(15) herein, must occur after the purpose for which the copy was made has been served.
- (7) Instruct all Authorized Personnel with access to Confidential Information that they are prohibited from storing the Confidential Information locally unless storing the information is necessary for the performance of the Authorized Personnel's public duties as defined in 20 C.F.R. § 603.5(e). Disposal of all stored Confidential Information, in the manner described in Section I.A.(15) herein, must occur after the purpose for which the information was stored has been served.
- (8) Require that Confidential Information that will be stored locally will only be stored on a desktop or encrypted laptop, and not on any mobile device such as a mobile telephone.
- (9) Take precautions to ensure that only Authorized Personnel have access to the computer systems in which Confidential Information is accessed or stored.
- (10) Require the use of separate user IDs and passwords for Authorized Personnel who need access to the Confidential Information. DES will provide the Agency with an Account Number and PIN in order to establish an Agency account through DES's website. The first Agency employee to create an account will be the Administrator. The Administrator will provide other employees needing access to the Confidential Information with the Account Number and PIN after the employee has executed an Acknowledgment. After the employee enters all necessary information, the Administrator will approve that Authorized Personnel's access.
- (11) Instruct all Authorized Personnel that need access to the Confidential Information to perform their job duties to only access the Confidential Information using the on-line application through DES's website.
- (12) Instruct all Authorized Personnel with access to Confidential Information and to any records created therefrom of its confidential nature; of the safeguards required to protect the information; and of the penalties for

noncompliance contained in N.C. Gen. Stat. § 96-4(x)(3).

- (13) Require the Agency's Administrator to monitor regularly Authorized Personnel to determine whether the job responsibilities of those employees continue to require access. The Administrator must immediately remove access for any Authorized Personnel who is determined to no longer need it and take all necessary steps to ensure that any records which are in the possession or control of such Authorized Personnel are timely destroyed as provided in this MOU.
- (14) Report, in the event any violations or suspected violations of this MOU pertaining to the use, duplication, disclosure, or redisclosure of Confidential Information obtained under this MOU are discovered by the Agency, such violations to the MOU Issues contact listed in Section I. B.(3) immediately where possible, and in all cases within two (2) working days.
- (15) Securely dispose of all records containing Confidential Information obtained by the Agency under this MOU after the purpose for which the information was made available, as recognized by this MOU, has been served. Disposal shall mean the return of the information to DES, destruction of the Confidential Information as directed by DES, deletion of personal identifiers in lieu of destruction, or in any manner otherwise authorized by DES. In any case, the Agency shall dispose of the Confidential Information within ten (10) days after the termination or expiration of this MOU.
- (16) Cooperate with DES staff as necessary to ensure continued access to the Confidential Information during any modernization, updating, or upgrading of DES's computer system. The Agency acknowledges and understands that DES does not guarantee uninterrupted access to the Confidential Information at any time during the duration of this MOU.
- (17) Notify DES, in writing, of its desire to renew this MOU within ninety (90) days prior to the expiration date of this MOU.
- (18) Provide to DES the name of the Agency's Administrator to whom all notices are to be sent.

**B. DES AGREES THAT IT SHALL:**

- (1) Allow the Agency on-line access through DES's website at [des.nc.gov](http://des.nc.gov) to the Confidential Information, if any, as described below:

**Employer Name and Address Inquiry:** Provides a business name, trade name, Federal Employer Identification Number ("FEIN"), physical and mailing address, employer telephone number, and contact name, title,

telephone number, and email address, and home office account number, if any.

**Claimant Wage History Inquiry:** Provides the employer name, employer account number, and information on an individual's wage history for the past eight quarters, if any.

**Claimant Benefit Payment History Inquiry:** Provides information on the payment of unemployment insurance benefits to an individual during a benefit year, if any.

- (2) Provide training to designated Agency representatives with respect to DES security clearance procedures.
- (3) Receive notices and inquiries submitted to DES as follows:

Technical Issues: DES Employer Call Center ("ECC")  
Local: 919-289-5424  
Toll Free: 866-278-3822

MOU Issues: Sharon J. Martin, Deputy Chief Counsel  
Chynna T. Smith, Attorney  
North Carolina Department of Commerce  
Division of Employment Security  
Legal Services Section  
P. O. Box 25903  
Raleigh, NC 27611-5903  
Phone: 984-236-5987  
Fax: 919-733-8745  
email: Sharon.Martin@commerce.nc.gov  
email: Chynna.Smith@commerce.nc.gov

## II. AUDITS:

### AGENCY AGREES THAT IT SHALL:

- (1) Allow DES to perform on-site inspections and audits to ensure that the confidentiality requirements of this MOU and all applicable laws and regulations, including applicable amendments, are being satisfied. DES will provide appropriate advance notice of such audits or inspections, unless DES has reason to believe that a breach of this MOU is occurring or is imminent. Such audits and inspections will be designed to cause only minimal disruption to the Agency's operation.
- (2) Implement, within a reasonable time, all recommendations made pursuant to any on-site inspection or audit authorized by this section. This section should not be read to interfere with the authorization, as stated in Section

V., allowing DES to suspend or terminate this MOU if a breach is discovered or suspected.

- (3) Allow access to the records as they relate to this MOU by the North Carolina State Auditor's Office in accordance with N.C. Gen. Stat. § 147-64.7 and to any other State or Federal entity authorized to conduct audits with respect to activity performed pursuant to this MOU.

### **III. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS:**

The Agency agrees to the following limitations on the access to, and disclosure and use of, the Confidential Information provided by DES:

- (1) Any Confidential Information provided by DES may not be duplicated or disseminated to any other parties without prior written permission of DES. Such permission shall not be given unless the redisclosure is permitted by law and essential to performance of this MOU.
- (2) The Agency shall not disclose said Confidential Information in any manner that would reveal the identity of an individual or employer or take other action that may adversely affect an identified individual or employer. Notwithstanding this paragraph, DES authorizes the Agency to redisclose Confidential Information, including but not limited to that which identifies individuals or employers, and take other action that may adversely affect identified individuals or employers in accordance with 20 C.F.R. § 603.9(c)(1)(i)-(iii).
- (3) N.C. Gen. Stat. § 96-4(x) provides that records, reports, and information obtained from individuals, employers, employing units, and government units is confidential. The Agency shall not release any Confidential Information obtained from DES under this MOU in response to a request made under Chapter 132 of the North Carolina General Statutes or to a request made under any other law, regulation, or ordinance addressing public access to government records. The Agency shall inform DES's contact person and shall notify the Chief Counsel for DES by telephone at (984) 236-5987 within twenty-four (24) hours of receipt by the Agency of service of a subpoena, court order, or other document in any action seeking access to the information obtained from DES and will cooperate with legal counsel for DES in any challenge or appeal from such request, subpoena, court order, or other document.

### **IV. REIMBURSEMENT:**

The Agency agrees to reimburse DES for the cost incurred by DES in conducting on-site audits or inspections to ensure that the confidentiality requirements, the use for which the Confidential Information is being accessed under this MOU, and all applicable laws and

regulations, including applicable amendments, are being satisfied.

**V. TERMINATION AND MODIFICATION:**

A. The Parties recognize that changes in governing State or Federal laws or regulations may render performance hereunder illegal, void, impracticable, or impossible, thereby requiring termination of the MOU. Either Party may, with or without cause, terminate this MOU immediately by giving written notice. In addition, DES may make a unilateral suspension and/or termination of this MOU that would be made effective immediately upon written notice if:

- (1) DES determines that there has been an unauthorized use, disclosure, or redisclosure of Confidential Information obtained under this MOU;
- (2) DES determines that the Agency has violated or failed to follow any term of this MOU, including payment provisions; or
- (3) DES has reason to believe that the Agency or any of its personnel has breached this MOU's terms relating to the use and security of Confidential Information obtained under this MOU, until such time as an investigation is completed with a determination as to whether a breach has occurred.

If the MOU is suspended, further disclosure of Confidential Information will be prohibited until DES is satisfied that corrective action has been taken and no further breach will occur. If satisfactory corrective action is not taken within thirty (30) days, the MOU will be terminated. DES is not obligated to provide the Agency with an opportunity to take corrective action and may terminate this MOU at any time.

B. Cancellation of this MOU shall not limit DES from pursuing penalties provided under State law for the unauthorized disclosure of Confidential Information. DES shall undertake any other action under the MOU, or under any State or Federal law, to enforce this MOU and secure satisfactory corrective action or surrender of the information, and shall take other remedial actions permitted under State or Federal law to effect adherence to the requirements of this MOU and subpart B of 20 C.F.R. Part 603, including seeking damages, penalties, and restitution as permitted under such law for all costs incurred by DES in pursuing any breach of this MOU and enforcement of the terms of this MOU.

C. All provisions of this MOU governing confidentiality and non-disclosure of data obtained under this MOU shall survive termination of this MOU.

D. This MOU is subject to modification upon written amendment signed by an authorized representative of each Party.



**VI. TERM OF THE MOU:**

This MOU shall be effective for the period beginning **the 1<sup>st</sup> day of April, 2024 and ending the 31<sup>st</sup> day of March, 2027**, unless otherwise terminated at an earlier date as provided herein. Upon written request of the Agency, this MOU may be extended for an additional two (2) years.

**VII. MISCELLANEOUS:**

- A. The headings that appear in this MOU are inserted for convenience only and do not limit or extend the scope.
- B. This MOU, together with its Attachments, constitute the entire understanding of the Parties with respect to the subject matter of this MOU, and all agreements, understandings, and representations made prior to the effective date of this MOU are canceled in their entirety.
- C. This MOU is made under, and shall be governed and construed in accordance with, the laws of the State of North Carolina. The place of this MOU, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Agency agrees and submits, solely for matters relating to this MOU, to the jurisdiction of the State and/or Federal courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- D. An electronic copy of this MOU, and an electronic copy of any signature appearing on this MOU, shall be treated as an original.
- E. Any written or oral request from the Agency received by DES for information which is accessible through this MOU but for whatever reason the Agency has chosen not to access in that manner, shall not be honored and shall be returned to the contact person.
- F. DES, in no way, guarantees the accuracy of information provided to the Agency.
- G. The Agency will not take any official action on the basis of the data received from DES without independently verifying the accuracy of the data received.

**[SIGNATURES ON THE NEXT PAGE]**

**VIII. SIGNATURES:**

IN WITNESS HERETO, the PARTIES have executed this MOU by their duly authorized officials. This MOU is executed under seal for purposes of any statute of limitations.

\_\_\_\_\_  
Dan LaMontagne, County Manager  
Chatham County (Agency)

\_\_\_\_\_  
Date

\_\_\_\_\_  
M. Antwon Keith, Assistant Secretary  
North Carolina Department of Commerce  
Division of Employment Security (DES)

\_\_\_\_\_  
Date

## EXHIBIT A



### COUNTY COMMISSIONERS

Mike Dasher, Chair  
Karen Howard, Vice Chair  
Franklin Gomez Flores  
David Delaney  
Katie Kenlan

COUNTY MANAGER: Dan LaMontagne

February 5, 2024

Sharon Martin, Deputy Chief Counsel for DES  
Sent via email: [Sharon.martin@commerce.nc.gov](mailto:Sharon.martin@commerce.nc.gov)

Dear Ms. Martin:

On behalf of Jenny Williams, Chatham County Tax Administrator, I am responding to inform you that the Tax Department (the "Department") will need to continue having access to DES confidential information. Ms. Williams will be the contact person between the office and DES. The contact information is as follows: Mailing address: Post Office Box 697, Pittsboro, North Carolina 27312; Contact telephone 919-545-8404; and email is [jenny.williams@chathamcountync.gov](mailto:jenny.williams@chathamcountync.gov).

The information that the Department will need to access will be the name and address of the individual's employer and the wages reportedly paid to an individual, unemployment benefits for an individual as well as any other information that may be available.

Information received from the DES database will be used to verify employment of taxpayers owing delinquent property taxes. The information will also be used to verify qualifications for exemption for individuals applying for exemption under NCGS §105-277.1.

NCGS §105-368 authorizes the tax collector to collect delinquent taxes through the use of wage garnishment. Contracting with DES allows the staff in the Department to verify the income and wages of delinquent taxpayers.

The following have access to the database:

1. Jenny Williams, Tax Administrator, jenleewill, [jenny.williams@chathamcountync.gov](mailto:jenny.williams@chathamcountync.gov)
2. Danny Darden, Delinquent Tax Collector, dandarden, [danny.darden@chathamcountync.gov](mailto:danny.darden@chathamcountync.gov)

The following are new individuals expected to be added as users:

3. Angela McMahan, Tax Paralegal, [angela.mcmahan@chathamcountync.gov](mailto:angela.mcmahan@chathamcountync.gov)
4. Laretha Clark, Tax Paralegal, [Laretha.clark@chathamcountync.gov](mailto:Laretha.clark@chathamcountync.gov)
5. Tracy Lee, Assistant Tax Administrator, [tracy.lee@chathamcountync.gov](mailto:tracy.lee@chathamcountync.gov)
6. Rebecca McIver, Collections Supervisor, [Rebecca.mciver@chathamcountync.gov](mailto:Rebecca.mciver@chathamcountync.gov)

Jenny Williams will be the Administrator for the account with DES ID Number 9300055.

The office is located in the government annex at 12 East Street, Pittsboro, North Carolina. The staff does not share computers. Every employee is assigned a username and password. No employee can sign on to a county computer without that information and multi-factor authentication is required. If an employee is searching information from the DES site and someone from the public approaches the employee's workstation or if the employee must step away from the workstation but has not left the office the computer screen is minimized to protect the information shown on the computer. The MIS department maintains a firewall protection for all county computers. The Department has established a privacy policy that incorporates the county's policy regarding technology use and the

protection of personal and confidential information. If you would like a copy of the policy, the Tax Administrator will provide a copy for your review.

Pursuant to this Agreement, the Department expressly agrees to protect the confidential information and to restrict its use to only those purposes identified in this Agreement. The Department acknowledges that its personnel is subject to (i) the provisions of all relevant state and federal laws, including without limitation NCGS §96-4(x) and subpart B of 20 C.F.R. Part 603, governing protection of confidential information, including criminal penalties for unauthorized disclosure, and (ii) has been instructed regarding the nature of the Confidential Information and required safeguarding measures to which personnel must adhere. The Department agrees to adhere to the requirements and procedures of the Agreement with respect to this activity and will report any breach to the Administrator fully and promptly.

Should you need any further information, please do not hesitate to contact us. Thank you.

Yours very truly,



Dan LaMontagne  
County Manager

CC: Jenny Williams

**EXHIBIT B**

**Confidentiality Acknowledgment**

The Chatham County (“Agency”) and the North Carolina Department of Commerce, Division of Employment Security (“DES”), entered into a Memorandum of Understanding (“MOU”) for DES to provide the Agency on-line access to certain confidential claims, wage history information, and employer reference data under DES’s control, as specified in the MOU (the “Confidential Information”).

Pursuant to the MOU, the Agency has expressly agreed to protect the confidentiality of the Confidential Information and to restrict its use to only those purposes identified in the MOU. The undersigned Employee acknowledges that he or she: (i) is part of the Agency personnel having access to the disclosed Confidential Information; (ii) is subject to the provisions of the MOU governing protection of Confidential Information, including any sanctions specified in State law for unauthorized disclosure of Confidential Information; (iii) has received, read, and understands the provisions of the MOU governing protection of Confidential Information; and (iv) has been instructed about confidentiality requirements, the requirements of subpart B of 20 C.F.R. Part 603, and the sanctions specified in State law for unauthorized disclosure of information. The undersigned Employee agrees to adhere to the requirements and procedures of the MOU with respect to his or her activity and will report any breach to his or her Supervisor fully and promptly.

By signing this Acknowledgment, the undersigned Supervisor acknowledges that the Employee has been instructed as stated above, and will adhere to DES’s confidentiality requirements and procedures which are consistent with subpart B of 20 C.F.R. Part 603 and the MOU, and agrees to report any infraction to DES fully and promptly.

**EMPLOYEE NAME**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**SUPERVISOR**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title



# Chatham County, NC

## Text File

File Number: 24-5137

---

**Agenda Date:** 2/19/2024

**Version:** 1

**Status:** Board Priorities

**In Control:** Board of Commissioners

**File Type:** Resolution

**Agenda Number:**

Vote to Approve a Resolution Honoring Black History Month

### Introduction & Background:

Each year, the Association for the Study of African American Life and History determines the theme for Black History Month, which is then endorsed by the American president.

More information about the theme and the association's history can be found on the association website at [www.asalh.org/black-history-themes](http://www.asalh.org/black-history-themes).

### Discussion & Analysis:

Black History Month is a vital opportunity to promote awareness, education and dialogue about Black history and culture in Chatham County, and in our state and country. It helps us honor the legacy of the contributions of Black Americans and empower future generations.

How does this relate to the Comprehensive Plan: 1. Preserve the rural character and lifestyle of Chatham County and 10. Foster a healthy community.

Budgetary Impact: none

Recommendation/Motion: Motion to approve a resolution honoring Black History Month.



**CHATHAM COUNTY COMMISSIONERS**

Mike Dasher, Chair  
Karen Howard, Vice Chair  
Franklin Gomez Flores  
David Delaney  
Katie Kenlan

**COUNTY MANAGER**

Dan LaMontagne

---

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

**Proclamation of the Chatham County Board of Commissioners**

**HONORING BLACK HISTORY MONTH 2024**

**WHEREAS**, the Chatham County Board of Commissioners takes pride in recognizing February 2024 as Black History Month, celebrating the many notable contributions that people of African descent have made to our community, state, and country; and

**WHEREAS**, African Americans have played significant roles in the history of North Carolina’s economic, cultural, spiritual, and political development while working tirelessly to maintain and promote their culture and history; and

**WHEREAS**, in 1976, Black History Month was formally adopted to honor and affirm the importance of Black history throughout our American experience, which dates thousands of years and includes some of the greatest, most advanced, and innovative societies that we can all draw inspiration from; and

**WHEREAS**, since 1976, every American president has designated February as Black History Month and endorsed a specific theme; and

**WHEREAS**, the theme for Black History Month 2024 focuses on African Americans and the arts and is infused with African, Caribbean, and Black American lived experiences; and

**WHEREAS**, In the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression the African American influence has been paramount; and

**WHEREAS**, because of their determination, hard work, and perseverance, African Americans have made valuable and lasting contributions to Chatham County and our state, achieving exceptional success in all aspects of society, including business, education, politics, science, athletics, and the arts; and

**WHEREAS**, African Americans living and working in Chatham County — from the time of legalized slavery to the present day — have shown a steadfast determination to live freely and equally and to press the town and the community to make manifest an equitable Chatham County where race is not a determining factor of outcomes; and

**WHEREAS**, this observance presents a special opportunity to become more knowledgeable about black heritage and to honor the many black leaders who have played a part in the progress of our community;

**NOW, THEREFORE**, we, the Chatham County Board of Commissioners, do hereby proclaim February 2024 as Black History Month in Chatham County.

Adopted, this the 19<sup>th</sup> day of February.

---

Mike Dasher, Chair  
Chatham County Board of Commissioners

ATTEST:

---

Jenifer K. Johnson, MMC, Clerk to the Board





# Chatham County, NC

## Text File

File Number: 24-5113

---

**Agenda Date:** 2/19/2024

**Version:** 1

**Status:** Public Hearing

**In Control:** Planning

**File Type:** Agenda Item

A legislative public hearing requested by Edward Holmes Jr. for a general use rezoning on Parcels 95339 and 5276, located at 190 Top Chord Way, being 22.945 acres, from R-1 Residential to Light Industrial, Cape Fear Township

**Action Requested:**

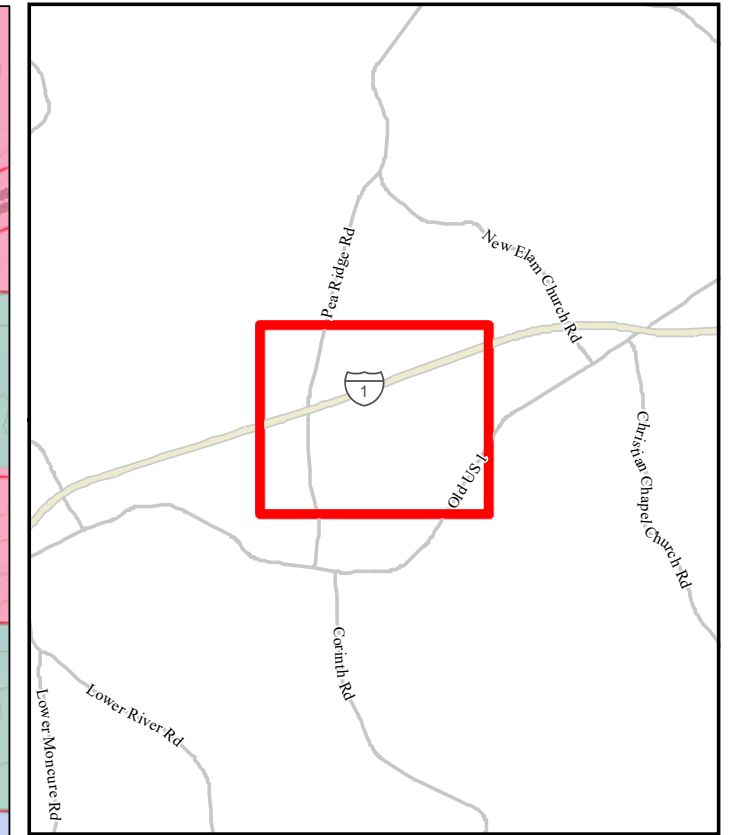
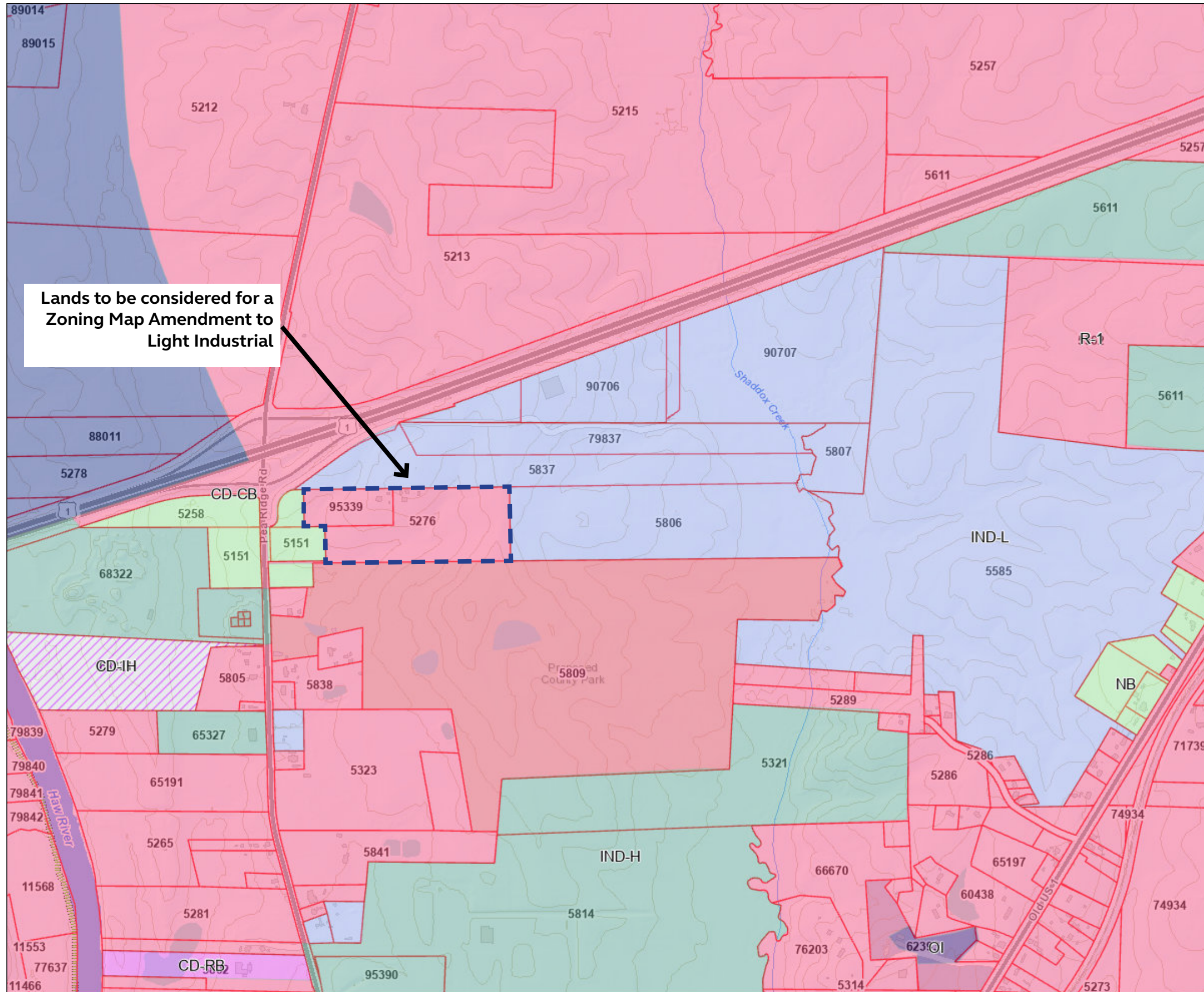
A legislative public hearing requested by Edward Holmes Jr. for a general use rezoning on Parcels 95339 and 5276, located at 190 Top Chord Way, being 22.945 acres, from R-1 Residential to Light Industrial, Cape Fear Township.

**Introduction & Background:**

**Discussion & Analysis:**

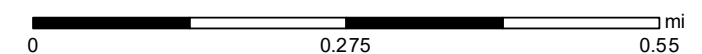
**How does this relate to the Comprehensive Plan:**

**Recommendation:**



**Legend**

Parcel Pop-Up	RR
<b>Cary Zoning</b>	TR-CU
PDD Major	
R12-CU	
R40	
R40-CU	
R8-CU	

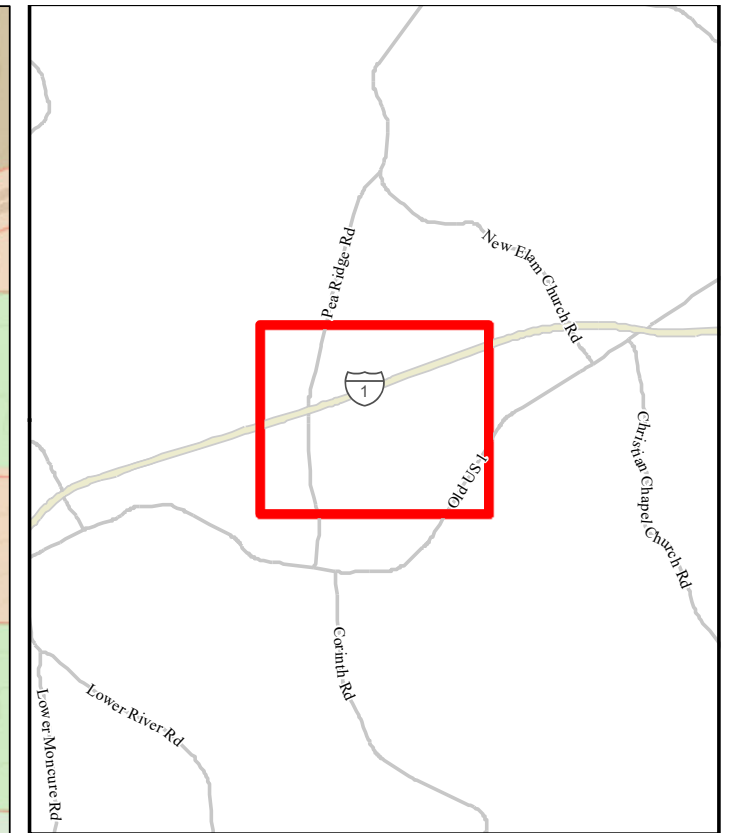
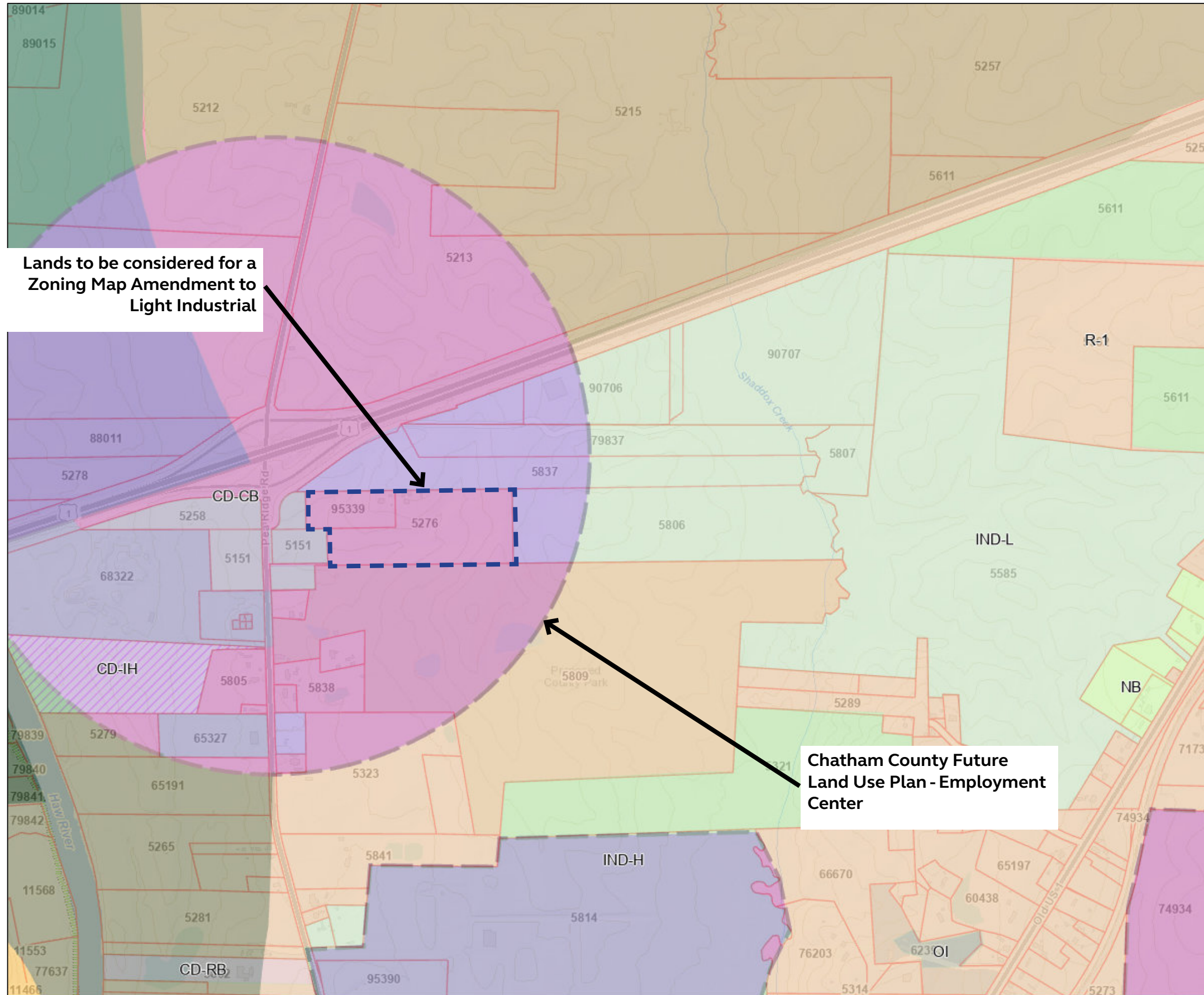


Service Layer Credits: Chatham County, Chatham County GIS



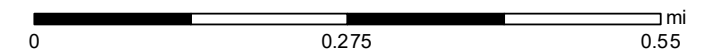
Date: 12/28/2023  
Time: 8:03:25 PM





**Legend**

Parcel Pop-Up	Conservation
<b>Centers</b>	Agriculture
Hamlet / Crossroads	ETJ (Extraterritorial Jurisdiction)
Community, Crossroads	Rural
Community	<b>Cary Zoning</b>
Village	PDD Major
Neighborhood Center	R12-CU
Community Center	R40
Town Center	R40-CU
Compact Communities	R8-CU
Compact Residential	RR
Employment Centers	TR-CU
Parks and Protected Land	

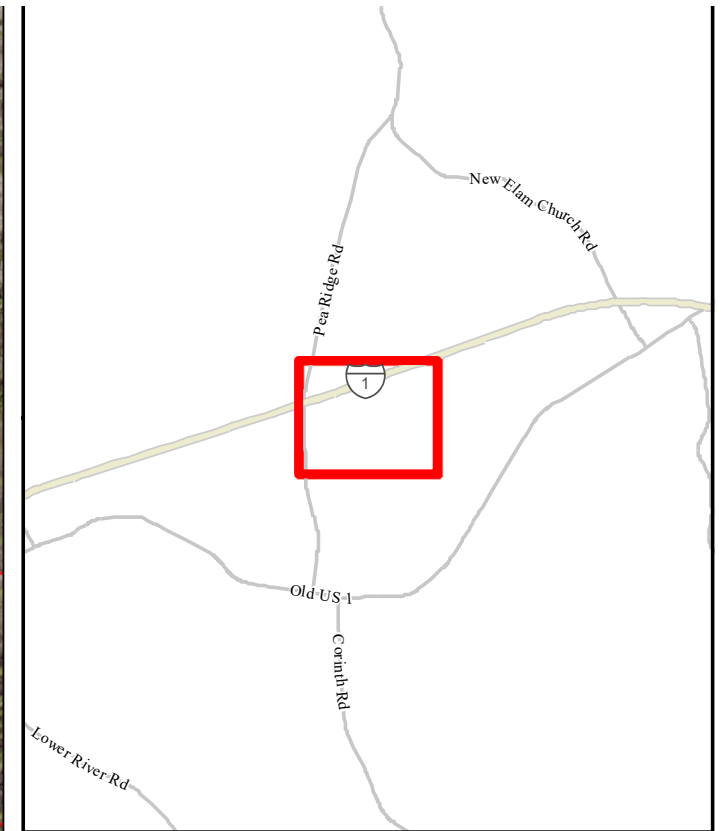


Service Layer Credits: Chatham County, Chatham County GIS



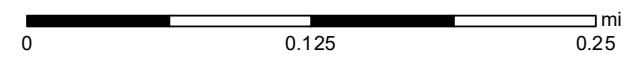
Date: 12/28/2023  
Time: 8:04:46 PM





**Legend**

- Parcel Pop-Up
- Address Points
- Parcels



Service Layer Credits: Chatham County, Chatham County Tax Department  
Chatham County, Chatham County

Date: 12/28/2023  
Time: 8:36:09 PM



# EXHIBIT 4 - RECODE CHATHAM



RECODE CHATHAM  
PLAN MONCURE  
Public Review Draft - August 9, 2023  
Pea Ridge Road Area Planning Diagram



# Chatham County, NC

## Text File

File Number: 23-5066

---

**Agenda Date:** 2/19/2024

**Version:** 1

**Status:** Public Hearing

**In Control:** Planning

**File Type:** Agenda Item

**Agenda Number:**

A quasi-judicial public hearing requested by 1535 King Road LLC for a Special Use Permit on parcel 95385, zoned Heavy Industrial, located at 1535 King Rd., being approximately 18.685 acres, for an asphalt manufacture or refining plant, Cape Fear Township. (Applicant has requested an extension to February 2024)

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Budgetary Impact:

Recommendation/Motion: Open the quasi-judicial public hearing requested by 1535 King Road LLC for a Special Use Permit on parcel 95385, zoned Heavy Industrial, located at 1535 King Rd., being approximately 18.685 acres, for an asphalt manufacture or refining plant, Cape Fear Township and continue the hearing to Monday, February 19, 2024 at 6pm in the Chatham County Agriculture and Conference Center.





# Chatham County, NC

## Text File

File Number: 24-5112

Agenda Date: 2/19/2024

Version: 1

Status: Board Priorities

In Control: Planning

File Type: Ordinance

Agenda Number:

Vote to approve a request by Lydia Lavelle, on behalf of SXCW Properties II LLC to reduce and modify the Perimeter Buffer for Commercial Parcel #93106, SD-East, Briar Chapel for the installation of a septic system, pursuant to Section 9.2 of the Compact Communities Ordinance

Introduction & Background:

The Chatham County Compact Communities Ordinance (CCO) includes the following standards:

### **9.2 Perimeter Buffers**

Perimeter buffers shall be utilized to minimize the impacts of each compact community on adjacent properties along the entire perimeter of the compact community. Table 9.2 lists the minimum buffer width allowable, depending on the proposed land use along the edge of the compact community and the existing land use in the adjacent property at any point along the perimeter.

Chatham County may allow a reduction in the perimeter buffer width required by this ordinance of up to fifty percent (50%) if it determines that the impact of the compact community is adequately mitigated by community design or topography. In addition, Chatham County may allow a reduction in the perimeter buffer from fifty-one percent (51%) up to one hundred percent (100%) after giving the adjoining landowners an opportunity to comment and Chatham County determines that the impact of the compact community is adequately mitigated by the community design or topography. A developer of a Compact Community may request of the Board of Commissioners such a waiver or reduction at any time.

### **Section 7.2 Wastewater Treatment**

General Design Standards

Wastewater treatment shall occur at centralized wastewater treatment facilities either on-site or at existing, previously permitted off-site facilities as permitted by the State of North Carolina Department of Environmental and Natural Resources (NCDENR). Spray irrigation may occur off-site provided that said use conforms to the uses allowed in the applicable zoning district.

Wastewater collection, treatment, distribution and storage systems for compact



communities must apply technologies approved by the State of North Carolina, with facilities and operating programs approved by the State of North Carolina, and with operations that are effectively monitored by the State.

**Section 15. Waiver**, “With the approval of the Board of Commissioners, the requirements of this ordinance may be adjusted, modified, reduced or waived based upon the absence of any reasonable relationship or nexus between the impact of the compact community development and the inclusionary or other requirements set forth herein.”

Discussion & Analysis:

This waiver request is for a reduction and modification in the perimeter buffer on Parcel #93106 of the Briar Chapel SD East Subdivision and to allow for a septic system to serve the property instead of connecting to the wastewater treatment system serving Briar Chapel. This parcel was purchased in 2021 (DB2200 PG823) by SXCW Properties II LLC to construct a car wash, which is an allowed use on the property. During the permitting process the owners discovered that the wastewater provider, Old North State, did not have appropriate approval from the NC Department of Environmental Quality to treat the wastewater from a car wash. Further, the wastewater system owner did not think it was financially worthwhile to obtain the additional approval for this use (see attached emails). The car wash owners are now seeking approval to install an on-site treatment option to move forward with the project.

Section 9.2 of the CCO includes a table prescribing the required width of a perimeter buffer based on the type of use adjoining the compact community. In this situation, the table requires a 100’ perimeter buffer, but a 300’ buffer was included as a condition of approval in this location. The wider buffer width was negotiated between the Fearington Village HOA and Newland Communities prior to the approval of the rezoning for Briar Chapel. The applicant reached out to the Fearington HOA and offered to meet with them to discuss the request, but the HOA declined. The applicant has provided a cover letter, map showing the location of the primary and secondary areas of the property with suitable soils for a septic system, email exchange with Old North State staff, and a proposed order for consideration by the Commissioners.

How does this relate to the Comprehensive Plan:

Goal 3: Promote a compact growth pattern by developing in and near existing towns, communities, and in designated, well planned, walkable, mixed-use centers and Goal 7: Provide infrastructure to support desired development and support economic and environmental objectives.

Budgetary Impact:

Recommendation/Motion:

Discuss the request and vote to approve the Order of the Board of Commissioners of Chatham County Authorizing A Septic Treatment System On Parcel #93106 Within 300' Buffer With Adjoining Properties per Section 9.2 of Compact Communities Ordinance.



# Chatham County, NC

## Text File

File Number: 24-5129

**Agenda Date:** 2/19/2024

**Version:** 2

**Status:** Board Priorities

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

**File Type:** Contract

**Agenda Number:**

Vote to approve an amendment to extend the termination date of the Early Childhood Community Assessment and Action Plan contract between Chatham County Partnership for Children and Chatham County

### Introduction & Background:

The Chatham Partnership for Children has requested an extension of the Early Childhood Community Assessment and Action Plan contract to June 30th, 2024.

### Discussion & Analysis:

The project scope associated with this contract aligns with a priority of the ARPA plan approved by the Board of Commissioners.

The proposed agreement extension is intended to enable additional time:

- (1) for the Program Director of the project to complete the remain "Implementation Action Plan", which is an additional, non-fiscal, element of the action plan to the portion of the fiscal-related element of the action plan that was presented to the Board of Commissioners at the January budget retreat. The non-fiscal element of the plan involves components such as community and partnership engagement and collaboration.
- (2) to complete five short videos from hours of raw video footage that will be used to promote the education fund to potential partners.

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

Providing high-quality education and community options for all ages and incomes that positively impact on indicators such as graduation rates and income level is a stated objective of the Comprehensive Plan. The subject project is intended to provide a comprehensive analysis of the county's early childhood environment, and to offer recommendations for improving this environment to advance this objective.

**Budgetary Impact:** None

**Recommendation/Motion:** Motion to approve the amendment of the Early Childhood Community Assessment and Action Plan contract between Chatham County Partnership for Children and Chatham County.

**CONTRACT ROUTING FORM**

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

Department: County Manager's Office  
Department contract file name (use effective date): PartnershipForChildren\_Manager's Office - 20230306  
Project Code: PartnershipForChildren\_Manager's Office - 20230306  
Contract type: Contract  
Contracted Services/Goods: Early Childhood Development Study and

Action Plan

Contract Component: undefined  
Change Order Number/Addendum Number: Click here to enter text.  
Vendor Name: Partnership for Children  
Effective Date: March 6, 2023  
Approved by: Commissioners  
Date approved by the BOC: March 6, 2023  
Ending Date: 12/21/2023  
Total Amount: \$100,000

Please Return Contract to:  
Name: Bryan Thompson  
Email:  
bryan.thompson@chathamcountync.gov  
Special Instructions for Clerks  
Office:

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

By: Bryan Thompson (Department Head signature required) 

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No

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

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

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

7. Approval

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

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

8. Submit to Clerk.

**Clerk's Office Only**  
 Finance Officer has signed the contract  
 The Finance Officer is not required to sign the contract

**NORTH CAROLINA  
CHATHAM COUNTY**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into by and between Chatham County ("County"), and Chatham County Partnership for Children, ("Contractor").

**WHEREAS**, Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry; and

**WHEREAS**, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual agreement described below, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on March 6, 2023, and end on December 31, 2023, unless terminated as hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by Contractor, the County shall pay the Contractor the sum not to exceed \$100,000 payable within thirty (30) days from receipt of proper invoice, or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Worker's Compensation</u>	<u>Automobile Liability</u>	<u>General /Professional Liability</u>
Statutory Limits	\$250,000 bodily injury per person \$100,000 property damage	\$100,000 bodily injury per person \$500,000 bodily injury per occurrence \$100,000 property damage

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. **Intellectual Property Owned by Contractor:** This Agreement is subject to the North Carolina public records law, and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152. Contractor should consult legal counsel before signing this document if Contractor is unsure of its intellectual property status under these statutes.

7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

9. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors, and assigns, if such assignment has been approved by the County.

10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County  
Attn: Dan LaMontagne  
Post Office Box 1809  
Pittsboro, North Carolina 27312  
Phone: (919) 545-8531  
Email: Dan.LaMontagne@chathamcountync.gov

Chatham County Partnership for Children  
Genevieve Megginson  
Post Office Box 637  
Pittsboro, North Carolina 27312  
Phone: (919) 542-7449  
Email: Genevieve@chathamkids.org

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.

11. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

13. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

15. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
  - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
  - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance and with all laws.
  - (c) 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 included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
  - (d) Failure to maintain the insurance required by this Agreement.
  - (e) Charging rates or fees in excess of those permitted under in this Agreement.
  - (f) Inefficient, or unsafe practices in providing Services.



- (g) The material breach of any provision of this Agreement.
- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. Indemnity: Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

18. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

19. State and Federal Requirements; County Terms and Conditions: By signing this Agreement, Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein and made an integral part of this Agreement and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.

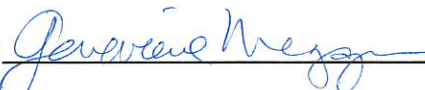
20. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices, and warranties), the terms of this Agreement shall control.

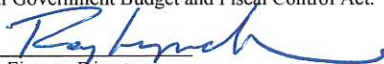
**IN WITNESS WHEREOF**, the parties have executed this Agreement in their official capacities with legal authority to do so.

**Chatham County**

By:   
 Dan LaMontagne, County Manager

**Contractor**

By:   
 Name: Genevieve Megginson  
 Title: Executive Director

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

## APPENDIX 1

**SCOPE OF WORK:** Managing a multi-faceted cross-sector multi-media community assessment that will reveal varied community perspectives and needs within the framework of the Early Childhood Action Plan of NC and result in an Early Childhood Action Plan for Chatham County.

**PROJECT NAME:** Chatham County Early Childhood Community Assessment and Action Plan

**SCOPE OF SERVICES:** The scope of services is planned to utilize the use of subcontracted services by Contractor for partial fulfillment of the same. By way of direct and subcontracted professional support, facilitation, monitoring, and reporting, Chatham County Partnership for Children will provide the following provisions of services:

- Engage and manage an Advisory committee of early childhood experts, subcontracted research partners, and Board leadership to guide and advise the work of the project.
- Engage and manage a broad community collaborative of human service agencies and nonprofit organizations serving Chatham County to ensure and support access to the full range of families with young children and their needs.
- Coordinate and facilitate implementation of the community assessment with subcontracted qualified research consultants; assisting with the data gathering from extant sources, providing input for synthesizing and analyzing data necessary to complete the Early Childhood Education Supply & Demand Study and the Community Assessment.
- Coordinate with a qualified subcontractor to conduct a Fiscal Analysis and Policy review that identifies current investments, needed investments, and suggests funding strategies and/or policy initiatives to support the Early Childhood Action Plan.
- Coordinating communications across service sectors and the geographic expanse of Chatham County to ensure equitable access for all interested residents.
- Coordinating individual participation in multi-media filmed interviews and focus groups to ensure key perspectives are thoroughly included in our assessment.
- Coordinating Community Collaborative meetings, providing supplies and support to encourage broad participation across the human services spectrum in Chatham.
- Coordinating, scheduling, and facilitating effective community focus groups and convenings to ensure end products align with community intentions.
- Lead and engage stakeholders in the development of an Early Childhood Action Plan with specific roles and actionable strategies with measurable objectives.

### DELIVERABLES:

1. Early Childhood Supply & Demand Study and Early Childhood Education Community Assessment Final Reports
2. Fiscal Analysis and Financing Policy Review Final Report
3. Early Childhood Education Community Assessment Documentary Film and Report
4. Early Childhood Action Plan for primary strategies to be identified.

**TOTAL COSTS:** \$100,000

**COMPLETION DATE:** \_\_\_\_\_

<b>CHATHAM EARLY CHILDHOOD COMMUNITY NEEDS ASSESSMENT AND ACTION PLAN</b>				
<b>CHATHAM KIDS MATTER!</b>				
<b>Oct. 2022-December 2023 BUDGET</b>	<b>TOTAL PROJECT COST</b>	Chatham Education Foundation Request Pre-K Supply & Demand Study	SMART START BUDGET FOR COMMUNITY NEEDS ASSESSMENT AND ECAP	CHATHAM COUNTY ARPA REQUEST
<b>BUDGET LINE ITEM DESCRIPTIONS</b>				
<u>STAFFING</u>		<b>FUND 549-5603-999</b>	<b>FUND 154-5603-002</b>	<b>APPROVED BOC</b>
Project Director [contracted staff; 12 months, 60 hrs/month]	\$ 44,780.00		\$ 11,130.00	\$ 33,650.00
Public Financing & Policy Analysis	\$ 34,345.00	\$ 15,000.00	\$ 19,345.00	
Child Care Systems & Community Assessment Consultant - Partners for Impact in Partnership with Community Voice Method	\$ 80,600.00	\$ 22,500.00	\$ 8,100.00	\$ 50,000.00
Early Childhood System Consultants (Michele Rivest & Cindy Watkins)	\$ 10,000.00	\$ 7,500.00		\$ 2,500.00
<u>TRAVEL (mileage reimbursed @ \$0.655)</u>	\$ 2,000.00		\$ 850.00	\$ 1,150.00
<u>STUDY PARTICIPANT COMPENSATION</u>				
gift cards and mini-grants as per attached Incentives Plan	\$ 12,875.00	\$ 5,000.00	\$ 7,875.00	
<u>MEETING SUPPORT (refreshments, facility fees; estimated)</u>	\$ 11,700.00		\$ 850.00	\$ 10,850.00
<u>SUPPLIES &amp; MATERIALS</u>	\$ 1,700.00	\$ -	\$ 850.00	\$ 850.00
<u>PUBLICATIONS/Printing (est.)</u>	\$ 2,000.00		\$ 1,000.00	\$ 1,000.00
<u>Survey &amp; Data Analysis software</u>	provided by Smart Start	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 200,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 100,000.00</b>

NORTH CAROLINA  
CHATHAM COUNTY

**FIRST AMENDMENT TO AGREEMENT**

This First Amendment to the Agreement (this “First Amendment”) is made and entered into this \_\_\_\_ day of December, 2023, by and between Chatham County (the “County”) and Chatham County Partnership for Children (the “Contractor”).

**RECITALS**

- A. The County and the Contractor entered into an original Agreement effective March 6, 2023.
- B. The County has requested that the Term of Agreement be extended to February 29, 2024.
- C. The Contractor has agreed to amend the Agreement as requested by the County.

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

- 1. The Term of Service is extended to February 29, 2024.

AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT. Except for the Amendment set forth above, the Agreement effective March 6, 2023, shall remain in full force and effect.

CHATHAM COUNTY

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

CONTRACTOR

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NORTH CAROLINA  
CHATHAM COUNTY

**SECOND AMENDMENT TO AGREEMENT**

This Second Amendment to the Agreement (this “Second Amendment”) is made and entered into this \_\_\_\_ day of February, 2024, by and between Chatham County (the “County”) and Chatham County Partnership for Children (the “Contractor”).

**RECITALS**

- A. The County and the Contractor entered into an original Agreement effective March 6, 2023.
- B. The County has requested that the Term of Agreement be extended to June 30, 2024.
- C. The Contractor has agreed to amend the Agreement as requested by the County.

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

- 1. The Term of Service is extended to June 30, 2024.

AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT. Except for set forth in the First Amendment and this Second Amendment, the Agreement effective March 6, 2023, shall remain in full force and effect.

CHATHAM COUNTY

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

CONTRACTOR

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_