



Chatham County, NC

Meeting Agenda - Final

Board of Commissioners

Monday, December 20, 2021

2:00 PM

Historic Courthouse Courtroom

Work Session - 2:00 PM - Historic Courthouse Courtroom

PUBLIC INPUT SESSION

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

BOARD PRIORITIES

- [21-4123](#) Receive presentation from Cooperative Extension Horticulture Agent Matt Jones
Attachments: [BoC Extension Horticulture 2021](#)
- [21-4125](#) Receive Annual Audit Report and Presentation
Attachments: [Chatham Audit Presentation 2021](#)
- [21-4126](#) Receive Environmental Review Advisory Committee Annual Report
- [21-4106](#) Vote on a request to Approve the 2021-2022 Housing Trust Fund Award Recommendations
- [21-4129](#) Discuss and vote on two appointments to the Chatham Economic Development Corporation Board of Directors.
- [21-4130](#) Vote on two appointments to the Vaya Health Board
- [21-4127](#) Receive information on process for appointing a commissioner to represent District 4 for the remainder of the term.

RECESS

End of Work Session

Regular Session - 6:00 PM - Historic Courthouse Courtroom**INVOCATION and PLEDGE OF ALLEGIANCE****CALL TO ORDER****APPROVAL OF AGENDA and CONSENT AGENDA**

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

[21-4135](#) Vote on a request to approve the October 18, 2021 Work and Regular Session Minutes, the November 1, 2021 Work and Regular Session Minutes, the November 15, 2021 Work and Regular Session Minutes, and the November 16, 2021 CIP Work Session Minutes.

Attachments: [Draft Minutes 11.01.2021](#)

[Draft Minutes 11.15.2021](#)

[Draft Minutes 11.16.2021](#)

[Draft Minutes 10.18.2021](#)

[21-4099](#) Vote on a request to accept approximately \$172,242 funds for COVID-19 vaccination support.

[21-4100](#) Vote on a request to accept approximately \$156,030 funds for Communicable Disease Support.

[21-4104](#) Vote on a request to approve the naming of two private roads in Chatham County

Attachments: [Boulder Creek Trail Petition](#)

[Boulder Creek Trl map](#)

[Boulder Creek Trl area map](#)

[Wilsons Deer Run Drive Petition](#)

[WILSONS DEER RUN DRIVE MAP](#)

[Wilsons Deer Run Drive Area Map](#)

- [21-4107](#) Vote on a request to approve Pyrotechnic display at The Bradford wedding venue located at 75 The Bradford Ln. New Hill NC 27562 during a wedding celebration on December 31, 2021
- Attachments:** [Attachment A-N.C.G.S 14-410 and 14-413](#)
[Attachment B - Pyrotechnics Request](#)
[Attachment C-NC Pyrotechnic Display Operators License](#)
[Attachment D- Ledford Certificate of Insurance 2021](#)
[Attachment E- Ledford ATF License 2021](#)
[Attachment F-Floor Plan The Bradford 12/3/2021](#)
- [21-4108](#) Vote on a request to approve the Recommended FY23-29 Capital Improvements Plan (CIP)
- [21-4110](#) Vote on a request to adopt the proposed Business Campus Project Ordinance, EOC Expansion Project Ordinance, EMS Base Project Ordinance, Solar Panels Project Ordinance, School Locker Room Renovations Project Ordinance, Schools Central Services Project Ordinance, Haywood Water Main Project Ordinance, Western Intake Project Ordinance
- Attachments:** [Project Ordinance Business Campus Revised 12-20-21](#)
[Project Ordinance EOC Expansion Revised 12-20-21](#)
[Project Ordinance Solar Panels Original 12-20-21](#)
[Project Ordinance EMS Base Amended 12-20-21](#)
[Project Ordinance Schools Locker Room Renovations Amended 12-20-21](#)
[Project Ordinance Schools New Central Services Building Amended 12-20-21](#)
[Project Ordinance Haywood Water Main Amended 12-20-21](#)
[Project Ordinance Western Intake and Plant Amended 12-20-21](#)
- [21-4111](#) Vote on a request to approve Fiscal Year 2021-2022 Budget Amendments
- Attachments:** [Budget Amendment 2021-2022 Dec](#)
- [21-4112](#) Vote on a request to approve \$82,734 from the State of NC for a new Low Income Household Water Assistance Program (LIHWAP).
- Attachments:** [LIHWAP Admin 2022](#)
[LIHWAP SFY 2021-22_0](#)
- [21-4113](#) Vote on a request to approve \$213,105 of Cardinal Innovations funding for Foster Care reinvestment.

- [21-4114](#) Vote on a request to consider scheduling a legislative public hearing by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations regarding the administrative approval of public right-of-way dedication.
Attachments: [Subdivision Text Amendments RL](#)
- [21-4115](#) Vote on a request to consider scheduling a legislative public hearing by the Chatham County Board of Commissioners to consider amendments to the Chatham County Zoning Ordinance; specifically, section 10.13 Table 1: Zoning Table of Permitted Uses.
- [21-4119](#) Vote on a request to approve Tax Releases and Refunds
Attachments: [11-1-21 to 12-3-21 Release and Refund Report](#)
[November 2021 NCVTS Pending Refund Report](#)
- [21-4120](#) Vote on a recommendation from the Chatham County Tax Department to reduce the value for parcel 0062694 owned by After School LLC to \$1,577,967 based on NCGS 105-277.16.
Attachments: [6269412.20Recommendation](#)
- [21-4122](#) Vote on a request to approve Letter of Agreement #3 for the Water Intake and Transmission Preliminary Engineering Project for the Western Intake Partnership and approve Dan LaMontagne, County Manager, to sign the Letter of Agreement #3 on behalf of the County
Attachments: [Contract # 18305_WIP Intake & Transmission](#)
[WIPletter3_revised101321](#)
- [21-4132](#) Vote on a request to adopt a resolution for the addition of streets or roads to the North Carolina system of secondary roads for Windfall Creek Subdivision Phase 2-3.
Attachments: [Windfall Creek Subdivision Resolution](#)
- [21-4128](#) Vote on a request to adopt a Resolution of Support To Create and Join the Capital Area Workforce Development Board
Attachments: [Workforce Development ResolutionLee and Chatham Draft \(002\)](#)
- [21-4133](#) Vote on a request to approve reappointments to the Board of Equalization and Review
- [21-4134](#) Vote on a request to appointment Amy Fulford to the Agriculture Advisory Board.

End of Consent Agenda

SPECIAL PRESENTATION

[21-4118](#) Award 2021 Employee of the Year to Cristal Ocampo Ruiz, Chatham County Public Health Department - Siler City Clinic, Foreign Language Interpreter & Immunization Tracking Coordinator

Attachments: [Ocampo Ruiz, Cristal - 2021 Recipient](#)

[21-4124](#) Receive the Annual State of the County Report

ORGANIZATION OF THE BOARD

At this time the Board of Commissioners will elect its Chair and Vice Chair for the next year.

PUBLIC INPUT SESSION

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BOARD PRIORITIES

[21-4131](#) Vote on a request to adopt A Resolution Honoring Chatham's Bard, George Moses Horton

Attachments: [Horton Resolution](#)

[21-4105](#) Climate Change Advisory Committee 10 Recommendations

Attachments: [CCAC 10 Recommendations BOC 12202021](#)

[21-4047](#) Vote on a legislative request to approve by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations; specifically, Sections 1.13, Variances; 2.3, Meaning of Specific Words and Terms; 6.4, Final Plat, subsection B, Features; 5.2B Concept Plan; and 7.7 Conservation Subdivision - Alternative Standards for Development; and to the Chatham County Conservation Subdivision Guidelines for Conservation Space Selection to include an appeals process of staff decisions, remove the option allowing off-site septic systems for subdivision lots, require environmental impact assessments be reviewed by the Environmental Review Advisory Committee, and revise conservation subdivision development standards and guidelines.

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

[21-3969](#)

Vote on a legislative request by Congruus LLC for a map amendment to the Chatham County Compact Community boundary map specifically Section 6.1, p 3-4 for an expansion of the CCO map to include an additional 184.04 acres off Parker Herndon and Morris roads, Baldwin Township.

Attachments: [More information from the Planning department webpage](#)
[Planning Board Congruus Document](#)

SUBDIVISION FIRST PLATS

[21-4109](#)

Vote on a request to approve by Mark Ashness on behalf of TBM Partners for subdivision **First Plat** review and approval of **Chapel Oaks Subdivision**, consisting of 31 lots on 76 acres, located off Old Lystra, SR-1724 and Peak View Place SR-1886, parcels numbers 18659, 18661,61553, and 60646.

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

CLERK'S REPORT

MANAGER'S REPORT

COMMISSIONERS' REPORTS

ADJOURNMENT



Chatham County, NC

Text File

File Number: 21-4123

Agenda Date: 12/20/2021

Version: 1

Status: Work Session

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Receive presentation from Cooperative Extension Horticulture Agent Matt Jones

Extension Horticulture Program

2021 Impacts and Updates



Matt Jones

Extension Agent - Horticulture



Inga Meadows
NC State University

Outreach and Education for...

Commercial Nurseries



Home & Community Gardeners



Green Industry Professionals



Master Gardener Volunteers

NC STATE EXTENSION
Master Gardener | Chatham County



County Situation



Population
Growth

Environmental Impacts
Agricultural Impacts



Rural
Character

Program Goals

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

Landscape & Green Industry

Webinar Series

- Controlling Invasive Weeds
- Diseases of Cupressaceae
- The Landscape Below Ground
- IPM for Scale Insects
- Smart Irrigation Systems
- Carolina Lawn Care



505

15 CEUs



Gloomy Scale on Red Maple
Adam Dale, NCSU

Extension Gardener Webinar Series

- Fundamentals of Composting
- Cool Season Crops for Vegetable Gardens
- What's the Matter with My 'Mater?
- Reducing Deer Damage in Landscapes
- Native Plants for Creeks & Streams



295



Inga Meadows
NC State University

Other Webinars

- Permaculture with Will Hooker
- Butterfly Gardening
 - Fearington Garden Club
- Rain Garden Certification and Workshop (2x)
 - Mitch Woodward, NC State Extension
- Growing Heirloom Apples in a Home Orchard
 - Debbie Roos, NCCE Chatham County Center



Carolina Backyard Naturalist Webinar Series

- Climate
- Geology
- Botany
- Mycology
- Plant Ecology
- Coastal Ecology
- Entomology
- Plant Communities
- Insect Ecology & Plant-Insect Interactions
- Mammalogy
- Ornithology
- Climate Change
- Invasive Species



2,982



BACKYARD NATURALIST PROGRAM

Client Contacts

4,275

Webinar or Workshop
Participants

744

Gardening questions answered

NC STATE

EXTENSION

Master Gardener | Chatham County

44

Active Volunteers

755

Hours Volunteered

432

Client Contacts

\$19,615

Volunteer Value

Volunteer Engagement

- Garden Tours and Discussions
- *Landscape Approaches: Approaches to Design*
 - Preston Montague, PLA
- Basil Downy Mildew Variety Trial



Basil Downy Mildew Variety Trial

NC STATE

EXTENSION

Master Gardener | Chatham County



Grafted Tomato Plant Sale

- Bacterial-wilt resistant tomato plants
- Raised over \$2000 to support outreach and education programs

NC STATE

EXTENSION

Master Gardener | Chatham County



Questions?

Thank you!



Chatham County, NC

Text File

File Number: 21-4125

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Receive Annual Audit Report and Presentation

MARTIN · STARNES
& ASSOCIATES, CPAs, P.A.

Chatham County

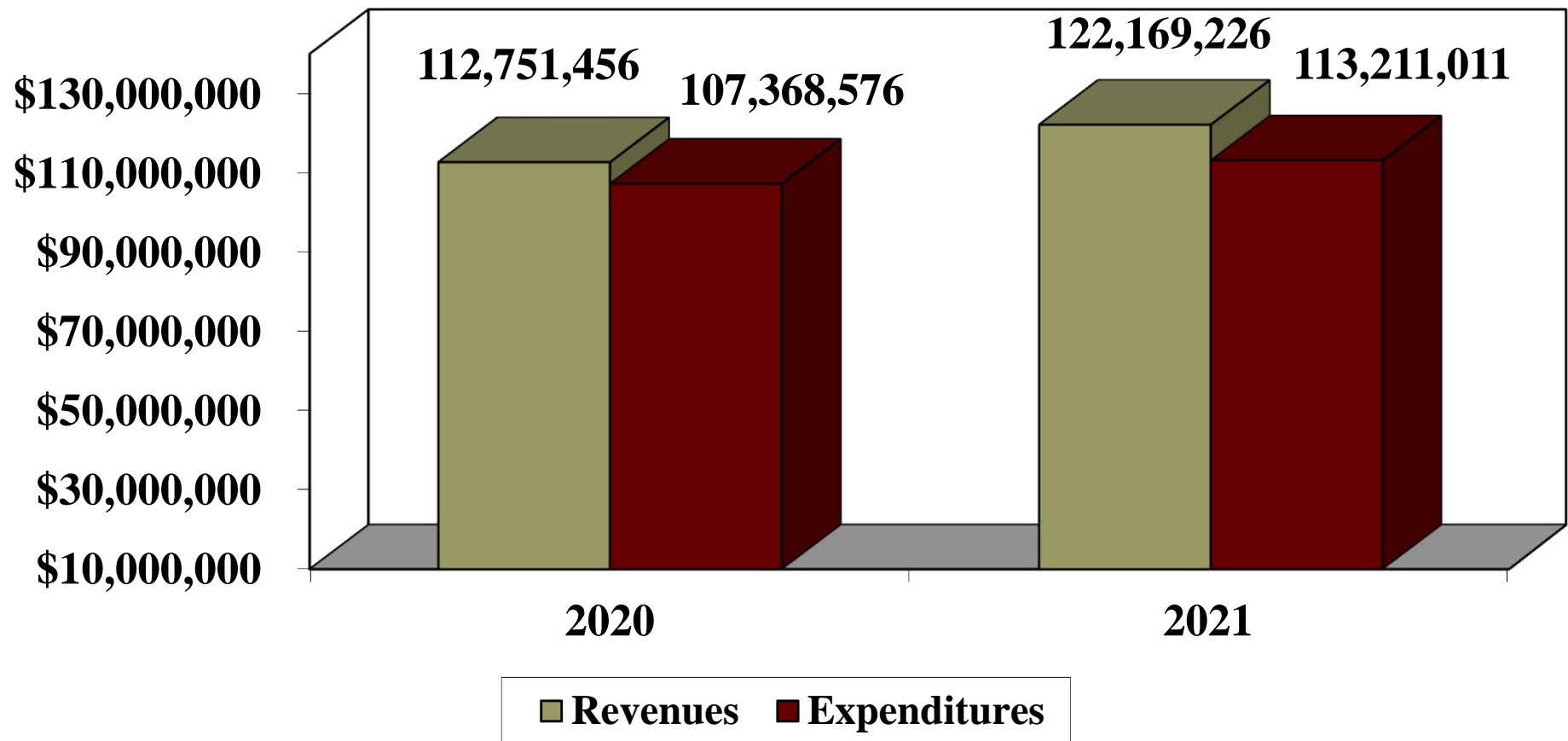
2021 Audited Financial Statements



Audit Highlights

- ❑ Unmodified Opinion
- ❑ Cooperative staff

General Fund Summary



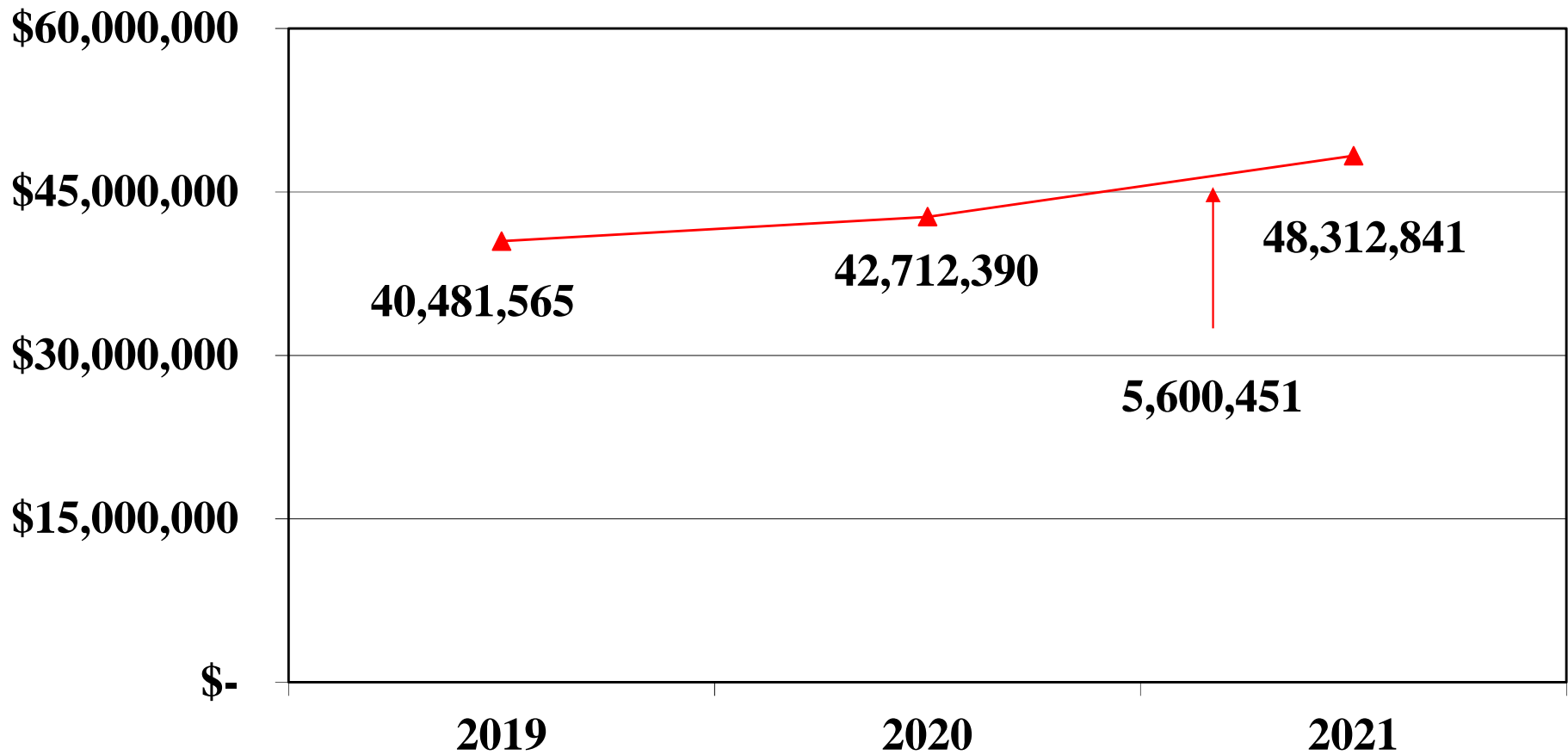
Fund Balance

- Serves as a measure of the County's financial resources available.

5 Classifications:

- **Non spendable** - not in cash form
- **Restricted** - external restrictions (laws, grantors)
- **Committed** - internal constraints at the highest (Board) level-do not expire, require Board action to undo
- **Assigned** - internal constraints, lower level than committed
- **Unassigned** - no external or internal constraints

Total Fund Balance General Fund





Fund Balance

Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

Total Fund Balance

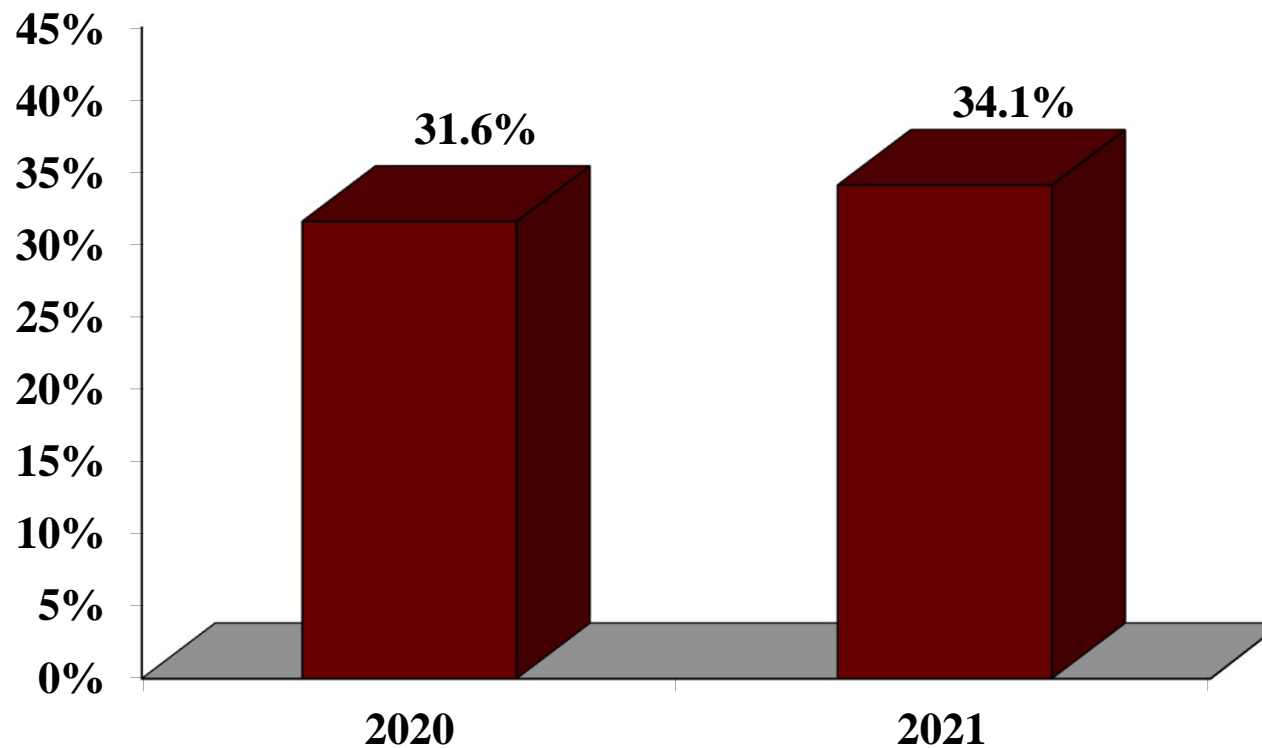
Less: Non spendable (not in cash form, not available)

Less: Stabilization by State Statute (by state law, not available)

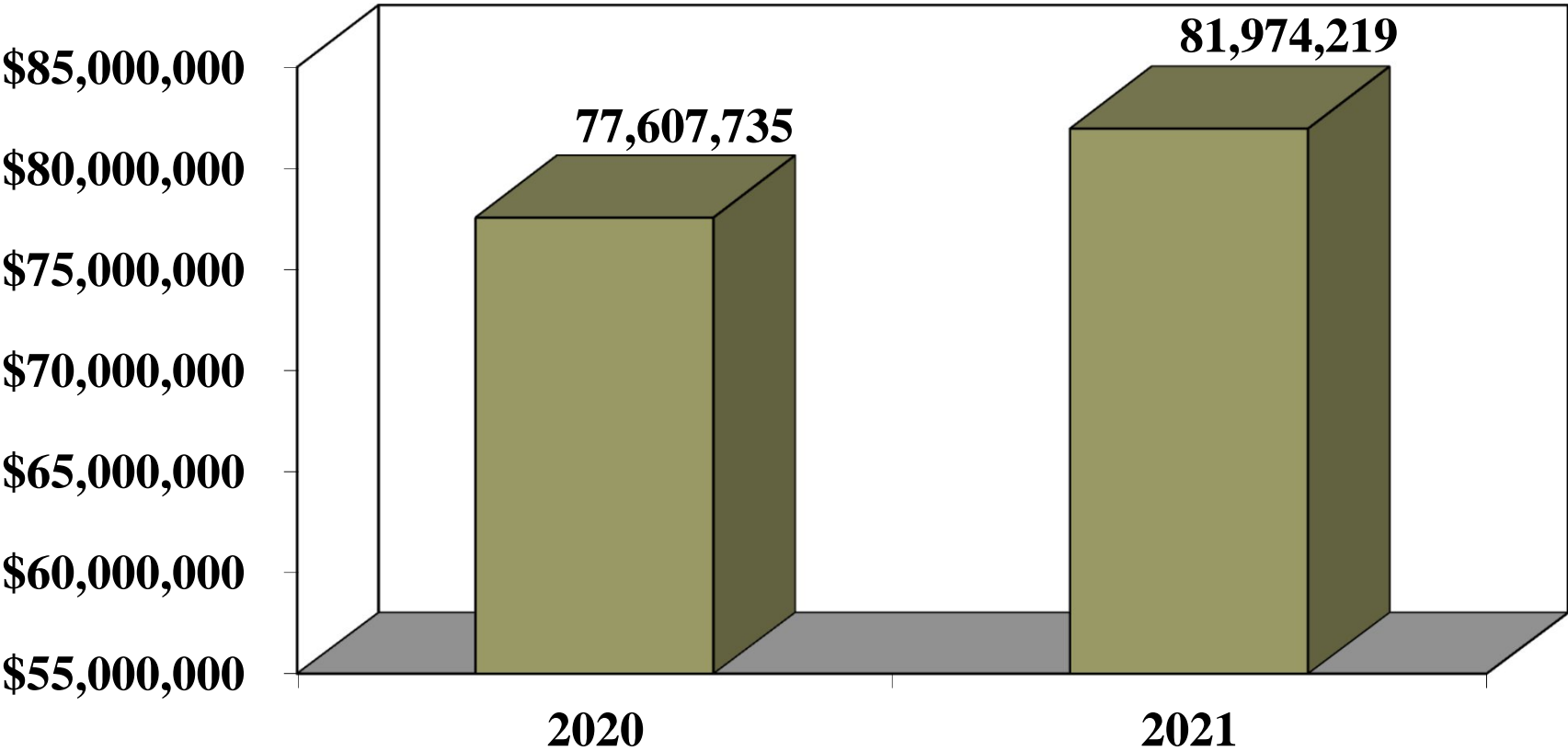
Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.

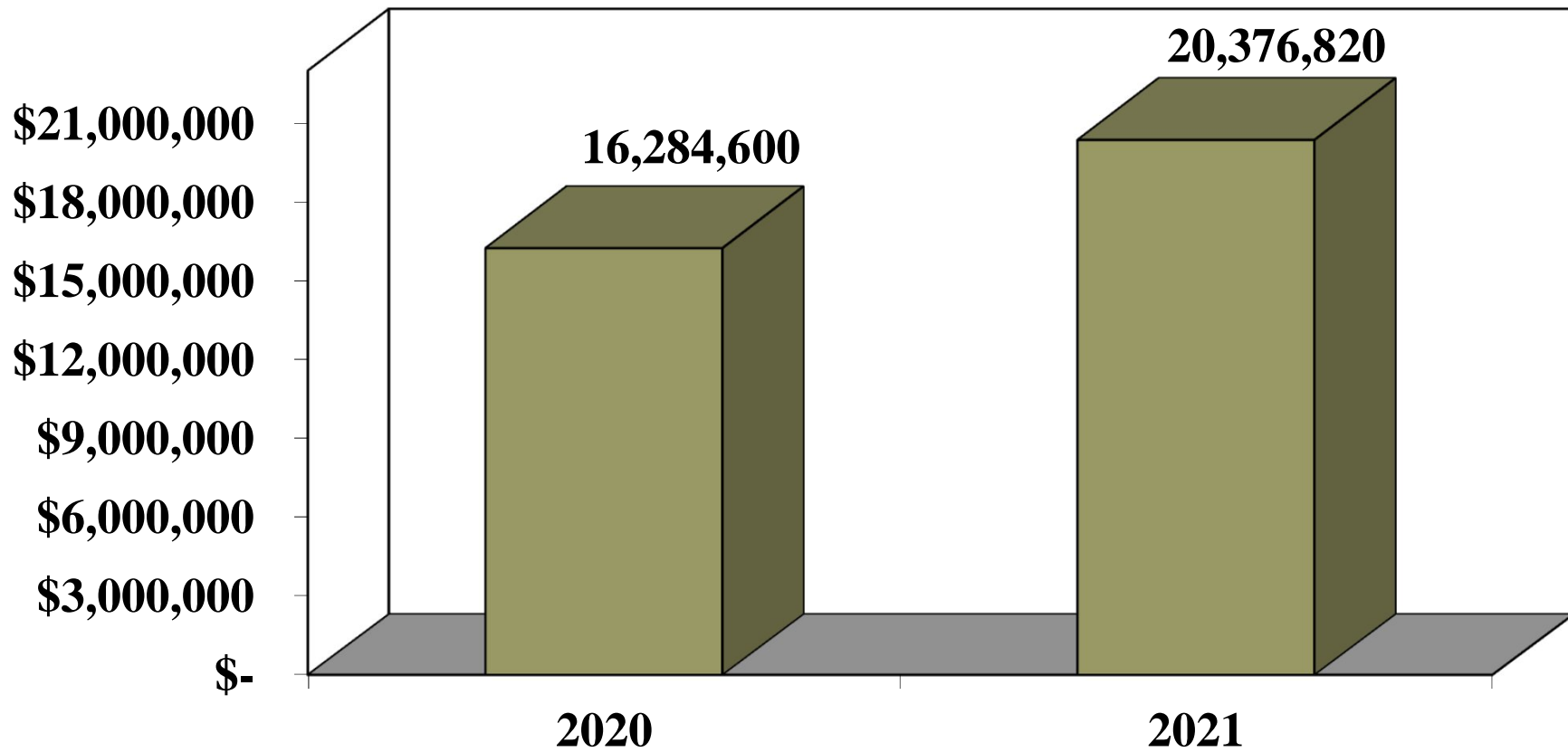
Fund Balance Available as a Percent of Expenditures - General Fund



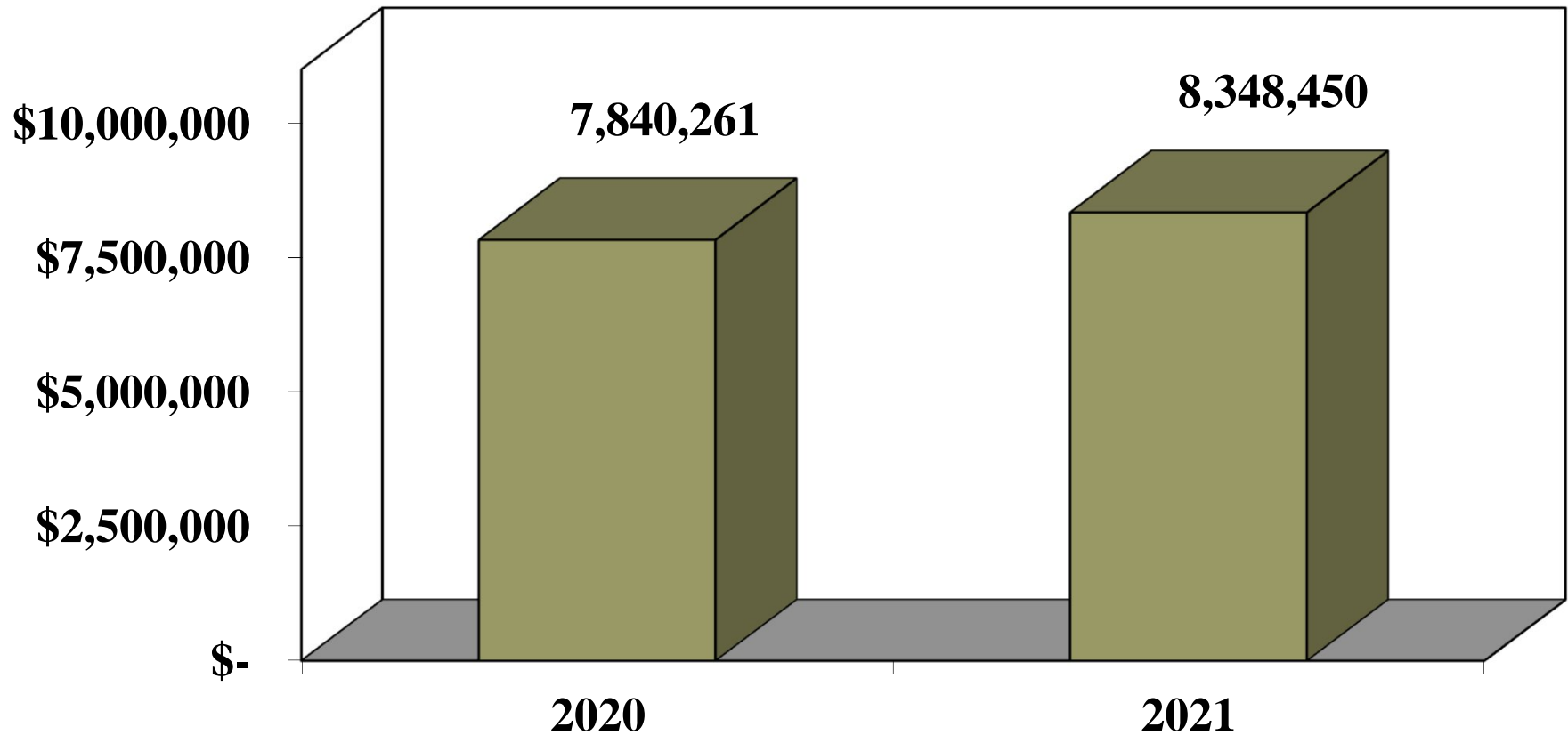
Property Tax



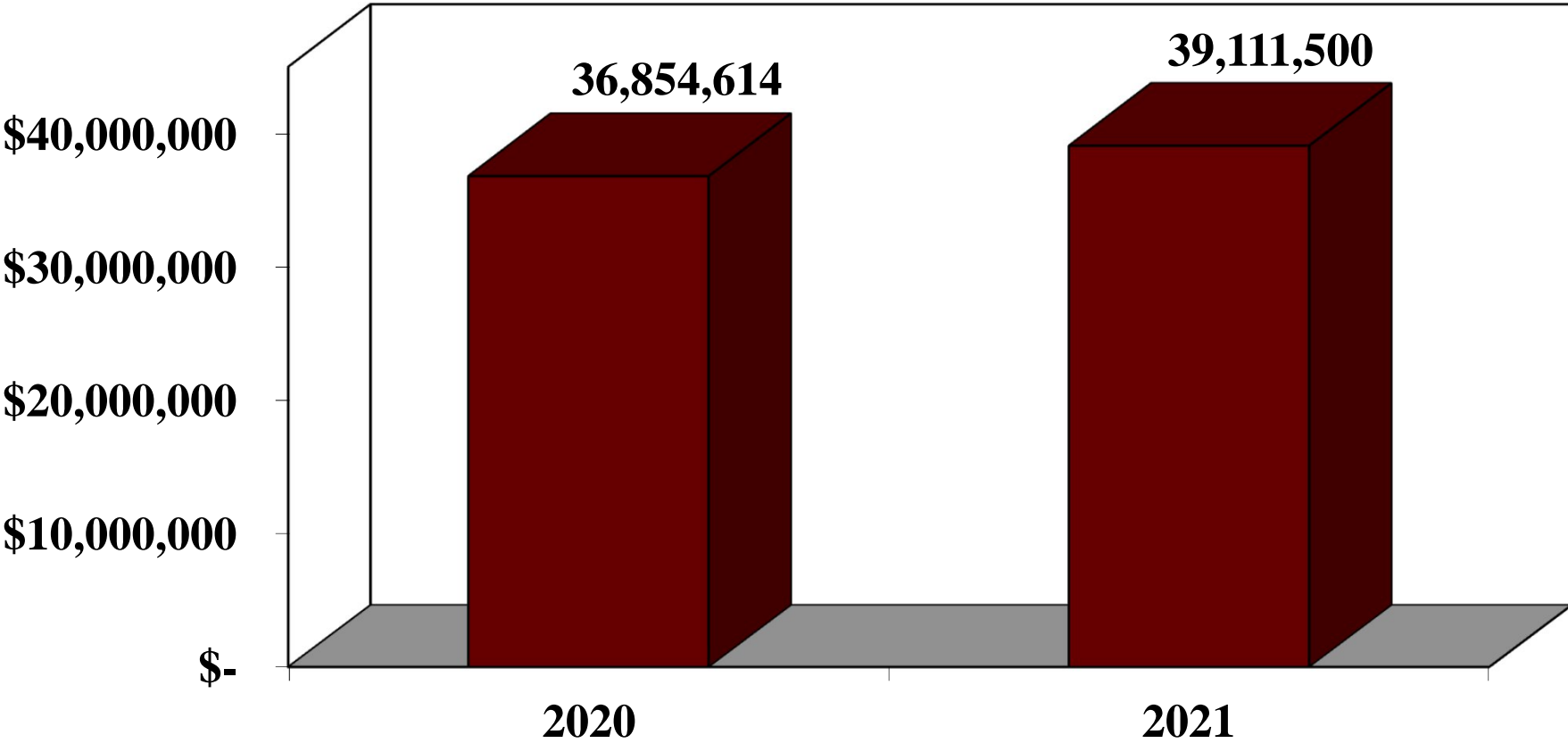
Sales Tax



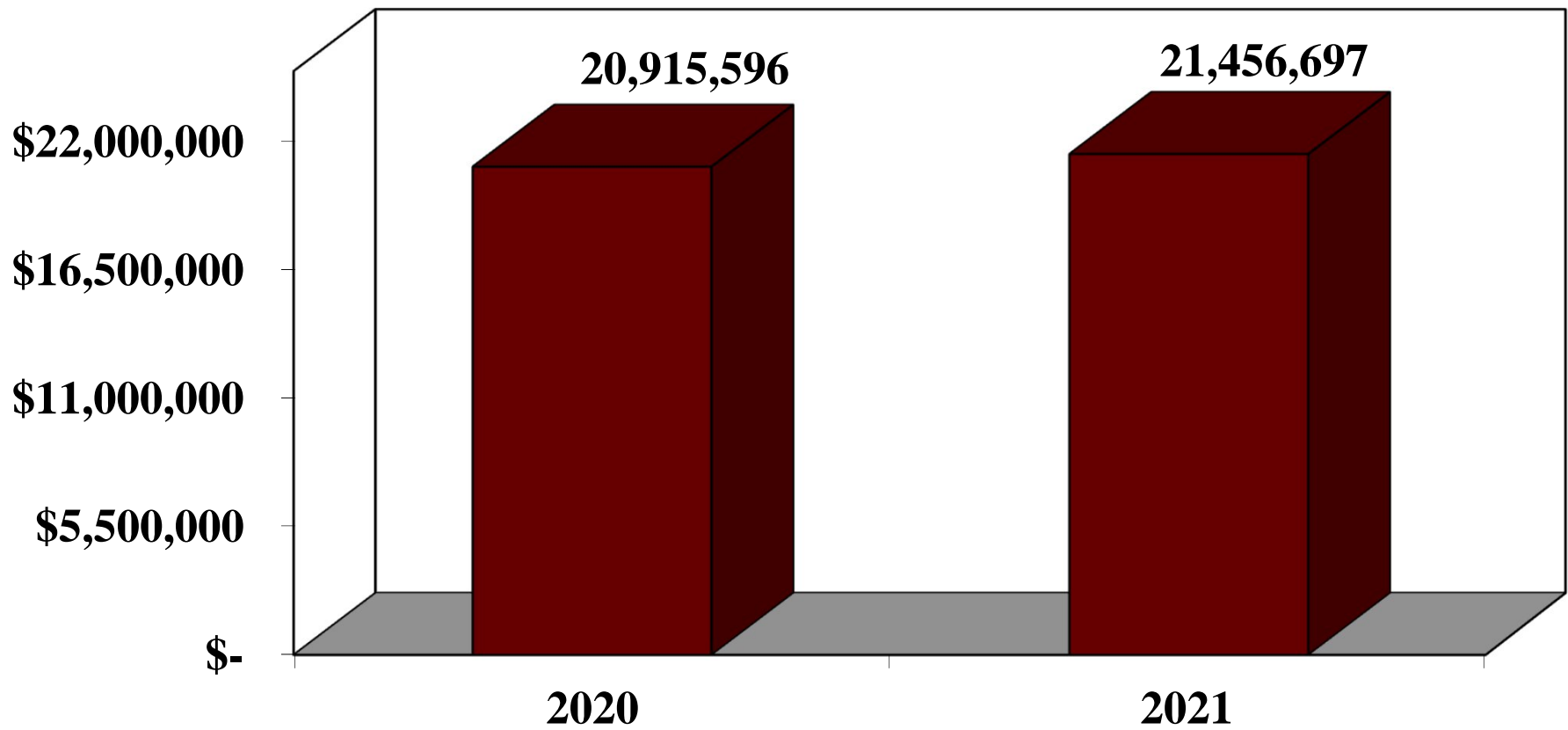
Restricted Intergovernmental



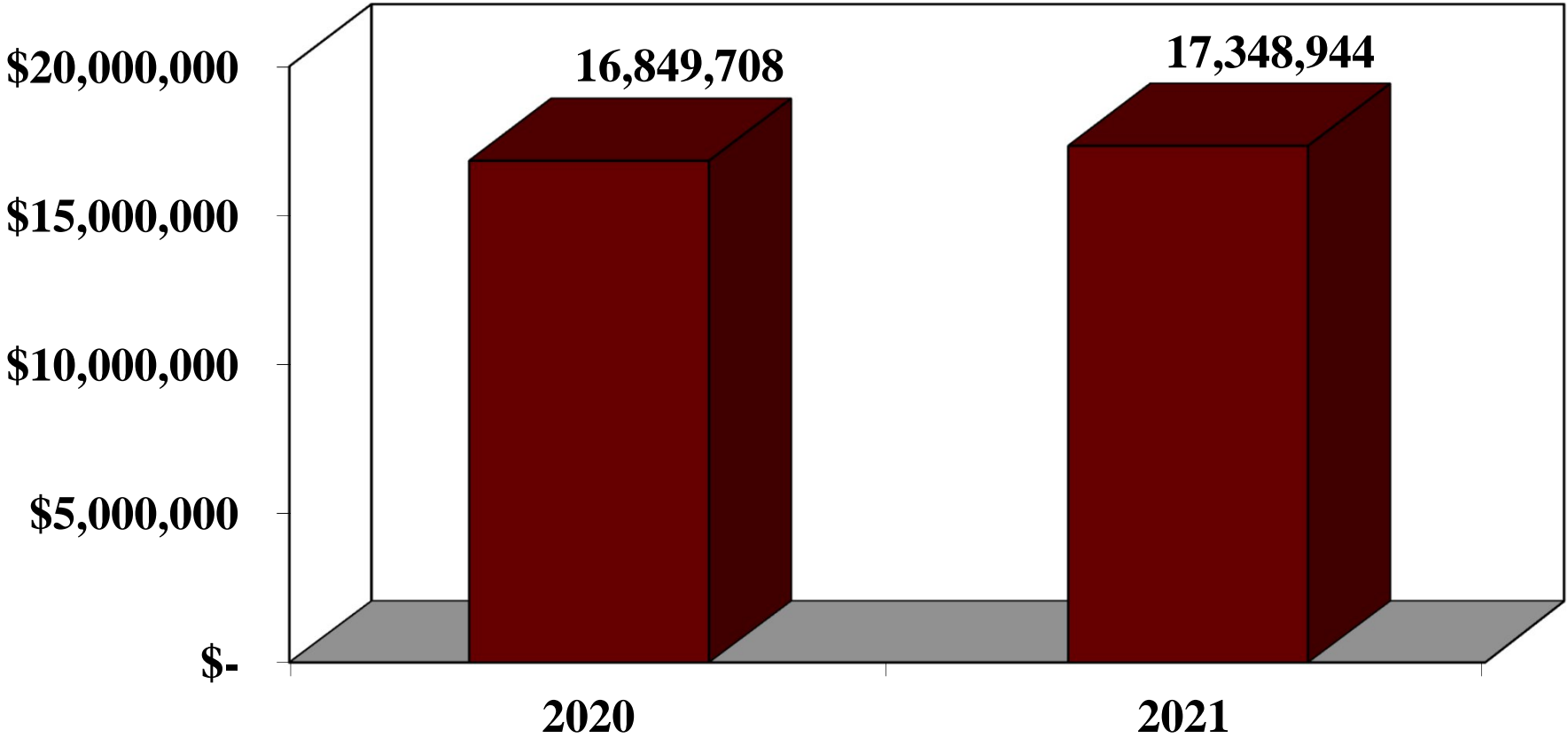
Education



Public Safety



Human Services





Enterprise Funds

Utility	<u>2020</u>	<u>2021</u>
Operating Revenues	\$ 8,648,495	\$ 7,393,359
Operating Expenses	6,009,580	6,313,637
Operating Income (Loss)	2,638,915	1,079,722
Cash	26,352,483	27,287,469
Total Net Position	63,009,177	64,058,727
Cash Flow Provided by Operations	4,119,363	2,428,327

Enterprise Funds

Southeast Water District	<u>2020</u>	<u>2021</u>
Operating Revenues	\$ 720,518	\$ 810,231
Operating Expenses	570,948	575,189
Operating Income (Loss)	149,570	235,042
Cash	662,683	699,373
Total Net Position	623,647	696,802
Cash Flow Provided by Operations	308,587	297,647



Enterprise Funds

Solid Waste Management	<u>2020</u>	<u>2021</u>
Operating Revenues	\$ 3,480,837	\$ 3,607,880
Operating Expenses	3,305,691	3,184,821
Operating Income (Loss)	175,146	423,059
Cash	5,625,058	6,307,211
Total Net Position	7,691,838	8,353,532
Cash Flow Provided by Operations	431,489	700,979

Quick Ratio – Utility and Southeast Water District

	<u>2020</u>	<u>2021</u>
Quick Ratio	113.61	61.80

Cash Flow Less Debt Service – Utility and Southeast Water District Funds

	<u>2020</u>	<u>2021</u>
Operating Net Income (loss)		
Excluding depreciation +		
Debt service principal	\$3,099,718	\$1,645,015
Unrestricted cash/Total expenses		
Less depreciation + debt service		
Principal	392.22%	389.88%



General Performance Indicators

- No “red flags”
- Timely audit submission
- Stable property tax valuation & collection %



Discussion & Questions



Chatham County

MARTIN • STARNES
& ASSOCIATES, CPAs, P.A.



Chatham County, NC

Text File

File Number: 21-4126

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Receive Environmental Review Advisory Committee Annual Report



Chatham County, NC

Text File

File Number: 21-4106

Agenda Date: 12/20/2021

Version: 1

Status: Board Priorities

In Control: County Manager's Office

File Type: Agenda Item

Agenda Number:

Vote on a request to Approve the 2021-2022 Housing Trust Fund Award Recommendations

Action Requested: Approve the recommended awards for the 2021-2022 Housing Trust Fund Award Cycle

Introduction & Background:

The Housing Trust Fund was created in 2018 by the Chatham County Board of Commissioners to support the creation and preservation of affordable housing. Since its inception, \$600,000 has been invested in proposals ranging from new construction of tax credit properties, supportive housing, land acquisition, and extensive home repairs. The fund has invested in the creation of 162 units, 90 of which are currently online. The remaining 72 units (not counting the ones that will be created with this cycle), will come online in 2023.

Each year in the fall, applications for the Housing Trust Fund are published and released at the end of August. The applications are due in October. From there, staff compiles all applications and releases them to the members of the Affordable Housing Advisory Committee (AHAC) who review, discuss, and evaluate the applications based on scoring criteria applicable to the type of application (new construction or preservation). The advisory committee scores each application, discusses, and votes on recommends funding decisions for the Chatham County Board of Commissioners to consider.

Discussion & Analysis:

The 2021-2022 Housing Trust Fund Cycle received four applications totaling over \$450,000 in requests. The Chatham County Affordable Housing Advisory Committee (AHAC) evaluated the applications using new construction criteria for those projects and rehab/preservation scoring criteria for the rehab and preservation proposals. Criteria and applications opened at the end of August 2021 and were due October 16, 2021. After reviewing and discussing these applications beginning on October 16, 2021, through December 2, 2021, the members of the Chatham Affordable Housing Advisory Committee came voted unanimously on the following recommendations:

- Chatham Habitat for Humanity applied for new construction acquisition support for land in Goldston for their Pinecrest Drive Community

Recommendation:

- Full Funding - \$75,000
- Total Units/Lots - 8

- Rebuilding Together of the Triangle applied for Rehab and Preservation funds to create a program called “Emergency Critical Home Repairs for Vulnerable Chatham Households in Need”

Recommendation:

- Full Funding - \$100,000
- Total units/households - 50

- Wallick Communities Inc. applied for New Construction funding for infrastructure construction support for the Oak View development in Siler City.

Recommendation:

- Deferral
The applicant is awaiting additional information that will impact the nature and total of their construction cost request. AHAC will revisit their request at the beginning of 2022.
- Total Units - 72 (not to be double counted - project originally founded in 2020-2021, and selected for tax credits in August 2021)

- The Chatham Housing Authority submitted a request for funding for a feasibility study for developing affordable housing.

Recommendation

- No Funding

How does this relate to the Comprehensive Plan?

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

Goal 10: Foster a health community

Budgetary Impact: \$175,000 from the Chatham Housing Trust Fund

Recommendation:

Approve the recommended awards for the 2021-2022 Housing Trust Fund Award Cycle



Chatham County, NC

Text File

File Number: 21-4129

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Appointment

Agenda Number:

Discuss and vote on two appointments to the Chatham Economic Development Corporation Board of Directors.



Chatham County, NC

Text File

File Number: 21-4130

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Appointment

Agenda Number:

Vote on two appointments to the Vaya Health Board



Chatham County, NC

Text File

File Number: 21-4127

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Receive information on process for appointing a commissioner to represent District 4 for the remainder of the term.



Chatham County, NC

Text File

File Number: 21-4135

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Minutes

Vote on a request to approve the October 18, 2021 Work and Regular Session Minutes, the November 1, 2021 Work and Regular Session Minutes, the November 15, 2021 Work and Regular Session Minutes, and the November 16, 2021 CIP Work Session Minutes.



Chatham County, NC

Meeting Minutes

Board of Commissioners

Monday, November 1, 2021

4:00 PM

Historic Courthouse Courtroom

Work Session - 4:00 PM - Historic Courthouse Courtroom

CLOSED SESSION

Present: 5 - Chair Mike Dasher, Vice Chair Diana Hales, Commissioner Franklin Gomez Flores, Commissioner Jim Crawford and Commissioner Karen Howard

[21-4073](#)

Vote on a request to go into Closed Session pursuant to G.S. 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses, including agreement on a tentative list of economic development incentives that may be offered by the public body

A motion was made by Commissioner Crawford, seconded by Commissioner Howard, to go into Closed Session pursuant to G.S. 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses, including agreement on a tentative list of economic development incentives that may be offered by the public body. The motion carried by the following vote:

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

RECESS

End of Work Session

Regular Session - 6:00 PM - Historic Courthouse Courtroom

Rollcall

Present: 5 - Chair Mike Dasher, Vice Chair Diana Hales, Commissioner Franklin Gomez Flores, Commissioner Jim Crawford and Commissioner Karen Howard

INVOCATION and PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

Chair Dasher called the meeting to order at 6:01pm.

PUBLIC INPUT SESSION

Doug Sedlak submitted the following comments:
Commissioners,

This is my third visit. Three visits necessitated by lack of response to a County study I sent you. A scientific study demonstrating that Vaccine Passports discriminate against disabled, biracial, Hispanic, and Black Countians.

Fortunately in this case you Follow the Science. You don't deny discrimination is happening. However last meeting, Commissioner Hales falsely claimed there is NOTHING the County can do about private entities discriminating.

That's untrue Commissioners. There are many Many MANY ways the County can battle discrimination. As I stated, our Health Department regulates private entities to protect Public Health. Like Health inspections. Structural Racism is a FORMAL County Health Crisis - Health Crises gives authorities like Director Zelek virtually unlimited power to combat them. Thus the Health Department can eliminate this structurally racist practice - asking for your papers and ID and disproportionately driving off Hispanics and Blacks - by banning it. Come on, we KNOW it's racist - we DON'T do this to voters, do we?

The County must contact the Justice Department Civil Rights Division too. The disabled get it worse, in violation of the Americans With Disabilities Act.

Further, you Commissioners and our Health Department are a Bully Pulpit. Speak for the People, Commissioners. Say this is wrong. Speak out.

The Shakori Hills Festival just announced draconian discriminatory policies. Pick up the phone, Commissioners. Call the promoters AND the sponsors. Tell them discrimination has no place in Chatham. Read them our anti-discrimination ordinances. Tell them you and the Health Department will battle this Public Health issue. You Commissioners can keep Chatham great. But you MUST act. This is Jim Crow 2.0 with disabled Countians kicked to the curb too. You MUST ACT, Commissioners, or be part of the problem. The problem? white Supremacy rearing its ugly head in our beloved Chatham. Nip it in the bud, Commissioners.

BOARD PRIORITIES

[21-4069](#)

Receive the Annual Report from the Climate Change Advisory Committee

Attachments: [ADVISORY COMMITTEE SUMMARY ANNUAL REPORT 2021](#)
[INTRO to Climate Protection - Chatham County](#)

Climate Change Advisory Committee Co-Chair Charlie Cooper gave the annual report to the Board. (Annual Report and Presentation attached)

Commissioner Howard and Vice Chair Hales thanked the committee for their work.

Mr. Cooper expressed his thanks to Environmental Quality Director Kevin Lindley and

his staff for the support they provide the committee. He also thanked Clerk to the Board Lindsay Ray for helping the committee get vacancies filled and working with them to ensure the Board of Commissioners gets the information its needs.

Vice Chair Hales suggested having a discussion at the January Commissioners Retreat about the future of the county, including climate change, using the Comprehensive Land Use Plan.

Commissioner Howard stated the Board has an opportunity with Plan Chatham to incorporate practices and strategies into the work that county stakeholders are doing. She asked if the county has seen some positive environmental impacts from more people working from home during COVID and how the county can maintain some of the options around transportation that arose during the pandemic.

Commissioner Crawford asked the committee to forward to the Board any model they have come across for tree preservation ordinances. He also stated he supports the idea of the UDO making conservation subdivisions the standard going forward. He stated it is important to get these policies in place before explosive growth occurs.

[21-4071](#)

Receive presentation of the FY 2023-2029 Capital Improvements Plan

Attachments: [InitialPresentationToBOC- 2023-2029](#)

Assistant County Manager Bryan Thompson gave a presentation to the Board.
(Presentation attached)

Mr. Thompson stated the Board will hold a public hearing on the Recommended CIP on Monday, November 15th at 6:00 PM at the Historic Courthouse and will hold a work session on Tuesday, November 16th to review the CIP.

[21-4072](#)

Introduction to ordinance amendments to comply with Senate Bill 300.

Attachments: [Ordinance Continuing Misdemeanors](#)

County Attorney Bob Hagemann reviewed the item.

Mr. Hagemann stated that a violation of county ordinances is class 3 misdemeanor unless the governing board provides otherwise. Senate Bill 300 changed that. A violation of local ordinance is not a misdemeanor unless the ordinance specifically provides that it is. The new policy takes effect December 1st. Mr. Hagemann and Sheriff's Office Attorney Rik Stevens identified from law enforcement perspective which ordinances the Sheriff preferred remained criminally enforced. It is a policy neutral set of proposals. Mr. Hagemann stated the Board cannot adopt these amendments on first introduction. The Board will vote on the amendments at the November 15th meeting. If the changes are approved, they will become effective December 1st.

Vice Chair Hales asked whether the section of the noise ordinance that provides the penalty for breaking the ordinance applies to the whole noise ordinance. Mr. Hagemann stated that the chapters already provide for criminal enforcement but they are in a catch-all provision at the bottom of the chapter. There is some debate among county attorneys about whether a catch-all provision is sufficient. County staff has decided to go into the provisions that describe the conduct and stating the penalty for violating the provision.

Commissioner Crawford asked if the intent of the General Assembly was to make every county's standards across the state the same. Mr. Hagemann stated this is part of a comprehensive criminal reform bill that had bipartisan support.

CLERK'S REPORT

Clerk to the Board Lindsay Ray stated that the Seaforth High School ribbon cutting is on November 10th at 6:00pm. She reminded the Commissioners that the next Board of Commissioners meeting is on November 15th and the CIP Work Session is on November 16th at 9:00 am at the Agriculture and Conference Center. She stated the UDO consultants want to have a work session with the Commissioners on December 8th from 9:00 am - 12:00 pm.

MANAGER'S REPORT

The county manager had nothing to report.

COMMISSIONERS' REPORTS

Commissioner Gomez Flores stated he is attending the last Hunt Institute meeting this weekend. He also stated Chatham Hospital has reached out to him about joining the Board.

Commissioner Howard stated it was encouraging to be at the first of the Hunt Institute meetings talking about post secondary educational opportunities in North Carolina.

Vice Chair Hales stated that the Animal Resource Center had its grand opening last week. It was wonderful to see what has been in the process for six years. She also stated that Love's Creek Stewards will be meeting this Thursday.

ADJOURNMENT

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard



Chatham County, NC

Meeting Minutes

Board of Commissioners

Monday, November 15, 2021

2:00 PM

Historic Courthouse Courtroom

Capital Improvements Plan Public Hearing

Work Session - 2:00 PM - Historic Courthouse Courtroom

Present: 5 - Chair Mike Dasher, Vice Chair Diana Hales, Commissioner Franklin Gomez Flores, Commissioner Jim Crawford and Commissioner Karen Howard

PUBLIC INPUT SESSION

No one signed up to speak.

BOARD PRIORITIES

[21-4082](#)

Receive presentation by NC Cooperative Extension Sustainable Agriculture Agent Debbie Roos

Attachments: [November 2021 BOC Presentation](#)

Cooperative Extension Agent Debbie Roos gave a presentation to the Board. (Presentation attached) Ms. Roos introduced herself to Commissioner Gomez Flores and stated she was glad to finally meet him in person. She also said she was glad to see the entire Board for the first time in person since the beginning of the pandemic.

She provided a bottle of Fiddlehead Farm Black Garlic Rooster Sauce for all the commissioners.

Vice Chair Hales stated she is always amazed by the breadth and focus of Ms. Roos' work.

Commissioner Crawford thanked Ms. Roos for the tree pruning instructions she included with the Aunt Rachel apple trees the county sold. Ms. Roos gave credit to County Extension Director Ginger Cunningham for the Chatham 250 Aunt Rachel apple tree project.

Commissioner Howard stated she is so impressed with the business side of Ms. Roos' work. She is also glad to see the additional programming added as a result of the pandemic. Ms. Roos stated that Cooperative Extension is currently looking into how to permanently keep some of the online programming due to the popularity of the webinars.

[21-4084](#)

Receive presentation from VAYA Health

Attachments: [CR Staff 08.20.21 including Cardinal Counties](#)
[CCAB Alternative Board Resolution FINAL.docx](#)
[Vaya Board Approval - 10.27.2021](#)
[Chatham BOC FINAL 03NOV21](#)

CEO of Vaya Brian Ingraham introduced the team he brought: Kavana Martin, Community Marketing Manager, Cara Townsend Donor, Regional Affairs Director, and Brian Shupin, Executive Director for Community Relations.

Mr. Ingraham explained what an LMEMCO is. A Local Management Entity is for individuals who do not qualify for Medicaid but have a need for services related to mental illness, substance use, and intellectual and developmental disabilities. The state provides a waiver allowing anyone with Medicaid to participate in a managed care program.

It was determined it would be better for Cardinal to merge with Vaya and Cardinal would file for dissolution. The consolidation will be complete by January 1, 2022.

Vice Chair Hales asked how many counties in the partnership. Mr. Ingraham stated 31 counties are in the partnership. He believes there are 8 counties in Chatham's region which is Region 4.

The two county appointments to the regional board do not have to both be a commissioner, only one needs to be a commissioner.

Mr. Ingram invited the commissioners to contact him or any of the other staff if they have any questions.

[21-4075](#)

Receive Presentation on proposed updated local supplement model for Chatham County Schools

Attachments: [New Supplement model presentation](#)

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

The Board gave consensus for staff to move forward with the proposed plan. Mr. Butts thanked all the folks at the schools for working with County staff to develop this plan.

[21-4086](#)

Vote on a Request to Approve the Proposed Method of Increasing the Annual Operating Budget Allocation for Contracted Services with Human Services Nonprofit Organizations

Attachments: [Human Services Nonprofit Funding Growth Plan](#)

Assistant County Manager Bryan Thompson reviewed the specifics of the request. (Presentation attached)

The intent is for the application of this method to be upwardly moving.

Chair Dasher said he personally likes the concept, but asked if this starts with too low of a number.

Community Partners Analyst Hilary Pollan said the Town of Siler City has been asking some similar questions. Chatham has a much higher allocation than the surrounding counties based on Siler City Town Clerk Jenifer Johnson's research. Many counties allocate \$1 per resident, which is quite a bit lower than Chatham County's allocation.

Chair Dasher asked what needs are not being met based on last couple years of applications. Ms. Pollan stated the County received about \$450,000 in requests and fund \$250,000. Requests are hard to measure.

Commissioner Howard asked if there is a meaningful change in the dollar amount. She asked if the 4% increase was an example. Mr. Thompson said it is more of a reality than an example.

A formal recommendation will come to the Board in December for an allocation amount.

Vice Chair Hales thanked Ms. Pollan for the extraordinary work she did on Chatham 250 and the fireworks event was wonderful and she hopes it will be something continued in the future.

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

CLOSED SESSION

[21-4097](#)

Vote on a request to go into Closed Session pursuant to G.S. 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses, including agreement on a tentative list of economic development incentives that may be offered by the public body.

A motion was made by Commissioner Howard, seconded by Vice Chair Hales, to go into Closed Session pursuant to G.S. 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses, including agreement on a tentative list of economic development incentives that may be offered by the public body. The motion carried by the following vote:

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

RECESS

End of Work Session

Regular Session - 6:00 PM - Historic Courthouse Courtroom

Present: 5 - Chair Mike Dasher, Vice Chair Diana Hales, Commissioner Franklin Gomez Flores, Commissioner Jim Crawford and Commissioner Karen Howard

INVOCATION and PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

Chair Dasher welcomed those in attendance and called the meeting to order at 6:00 PM.

APPROVAL OF AGENDA and CONSENT AGENDA

Chair Dasher asked to add item 21-4054 to the consent agenda as it was omitted due to a clerical error.

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4068](#)

Vote on a request to approve the naming of one (1) private road in Chatham County

Attachments: [Caldonia Way Petition](#)
[CALDONIA WAY MAP](#)
[CALDONIA WAY AREA MAP](#)

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4070](#)

Vote of a request to approve a 5 year lease with the Town of Goldston for Sheriff's Office space

Attachments: [Town of Goldston](#)

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4074](#)

Vote on a request to approve the Health Department Debt Write-Off in the amount of \$40,278.07 for the period July 1, 2019 through June 30,2020

Attachments: [\\$40,844.08 Debt Write-Off](#)

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4080](#)

Vote on a request to approve Tax Releases and Refunds

Attachments: [October 2021 Release and Refund Report](#)
[October 2021 NCVTS Pending Refund Report](#)

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4081](#)

Vote on a request to accept \$100.00 Breast & Cervical Cancer Control Program (BCCCP) additional Funds.

Attachments: [\\$100.00 BCCP Funds - 452-1 FY22 Chatham](#)

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4076](#)

Vote on a request to approve Fiscal Year 2021-2022 Budget Amendments

Attachments: [Budget Amendment 2021-2022 Nov](#)

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4079](#)

Vote on a request to declare surplus and adopt resolution to convey two health department bicycle trailers to Saint Bartholomew's Episcopal Church, a non-profit.

Attachments: [Resolution - Health to St Bartholomew - Bike Trailer](#)

A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that this Resolution #2021-43 Declaring Property Surplus and Conveying Property, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4054](#)

Vote on a request to approve \$17,000 of UNC Institute for the Environment grant funds for the Chatham County Childhood Lead Poisoning Prevention Program

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

End of Consent Agenda

PUBLIC INPUT SESSION

Doug Sedlak submitted the following comments:

Commissioner Gomes-Flores, you should be ashamed. As a Board of Health member, I sent you a study proving that vaccine passports in Chatham County discriminate against Hispanic, Black, and especially biracial and disabled Countians. You ignored it. You wouldn't acknowledge even receiving it. Three times I've come here personally; you've been stone cold dead silent. I asked you to call Shakori Hills, where Hispanic Countians, like you Commissioner, will be told to get lost, disproportionately to whites. You've done NOTHING.

Tomorrow I'll open an Americans With Disabilities case with the US Justice Department, naming Shakori Hills, and you Commissioner Gomez Flores.

Commissioner, we voted for you as a fresh face, someone to be independent and show moral courage. To put values before personal gain. You've failed abysmally Commissioner. Becoming a satellite to money-driven politicians.

Commissioner, take a stand. Otherwise face an inquiry from the Justice Department. Otherwise be Chatham County's Brown Face of white Supremacy. It confounds me how you sleep at night.

Defend the disabled and Countians of Color Commissioner, or please don't run again.

Commissioner Howard stated that, as an elected, intelligent, functioning member of this Board, Commissioner Gomez Flores should feel proud and stand up to that kind of ignorance and hatred every day.

Commissioner Gomez Flores stated he has not received any complaints from the Hispanic Liaison nor from the NAACP regarding vaccine passports.

Janet Nichols submitted the following comments:

Good evening.

My name is Jan Nichols, and I am here to speak regarding a number of items that are on the agenda this evening and will be in the future.

As you all know I was the Chatham County Democratic Party chair from April 2013 to April 2021 and I worked to support and elect all of you.

I currently serve as an officer for the statewide Democratic Party Labor Caucus.

This Caucus has a seat on the state party's platform and resolution committee that most recently passed the NCDP platform for 2020 to 2024 with input from Democrats connected to the Biden campaign, the Sanders campaign, the Warren campaign, and others.

Given that today, President Biden is set to sign the \$1.2 TRILLION dollar infrastructure bill that will flow billions of dollars to our state and much needed funds to our county, I thought it relevant to cite five points from the platform that connects us locally to the spirit of the legislation:

First, regarding affordable and workforce housing the platform calls for, among other things, the need for incentives for apartments, and houses for all of North Carolina's diverse population. This includes cooperatives and subsidized housing that allows people with lower incomes to live side by side with people with higher incomes.

Currently the median price of a home in Chatham is around \$500,000 and there is not a sufficient supply of affordable housing for rent or purchase.

Point two is infrastructure. Across North Carolina and in Chatham we need to invest in repairing crumbling infrastructure. It needs to be green. It needs to reflect the challenges of Climate Change and the increase in related disasters. In addition, we must plan and address critical needs of stormwater management and sanitary sewer regionally across jurisdictions.

Point three concerns expanded broadband. With a mandate and funding from the federal government our county must address access to affordable, high-speed broadband to the last mile. This includes advocating for changes to the current state law. In the 21st century high speed internet is a utility and a necessity.

Point four concerns maintaining economic and financial security for all citizens by ensuring there is a safety net and that all have the opportunity to develop their talents and abilities.

Point five calls for the stewardship and protection of our natural resources.

I am calling this to your attention because as elected leaders it is your duty to proactively enact policies and programs in all of these areas---especially in light of the new infrastructure bill that President Biden is set to sign today.

The text of the platform is on the handout.

NCDP Party Platform excerpts.

AFFORDABLE AND WORKFORCE HOUSING

We believe in affordable housing, including the dream of homeowners, for all people of North Carolina, regardless of economic status, race, ethnicity, age, gender, gender identity or expression, sexual orientation, familial status, or veteran status. We support incentives for the construction of apartments and houses that accommodate our diverse population and combat against gentrification. We support housing cooperatives and subsidized housing that allows people with lower incomes to live side by side with people with higher incomes. We oppose discriminatory practices by income and race,

such as red lining. As Democrats, we also believe that counties and municipalities should be granted flexibility by the North Carolina General Assembly to combat these issues.

INFRASTRUCTURE:

We support increased investment in repairing North Carolina's crumbling infrastructure, this should include green infrastructure, such as smart grids. We support infrastructure for climate change and disaster preparedness. We support regional cooperation between counties and municipalities to address important and critical needs for storm water management, reuse water, potable water, and sanitary sewer.

EXPANDED BROADBAND:

We support statewide, county, and municipal initiatives for equitable and affordable access to broadband in North Carolina regardless of zip code. We support changing the current state law in order to bring broadband to underserved areas and address the issues with the "last mile" In addition we consider broadband to be a utility and should be broadly available to all communities across North Carolina like electricity.

ECONOMIC AND FINANCIAL SECURITY

We believe the government must provide a safety net covering the basic human needs of all citizens and should work to enrich their quality of life. To fulfill this responsibility, all persons should have the opportunity to develop their talents and abilities. We believe that every North Carolinian should have adequate food, clothing, shelter, health care, and work. We believe that all people have a right to live, and that we, as a society, have a responsibility to help those persons in need: distressed families, the unemployed, the underemployed, the homeless, the formerly and currently incarcerated, persons with disabilities, and those with mental health diagnoses and substance use disorders. We must eliminate food deserts and food insecurity. We must eradicate hunger.

NATURAL RESOURCES:

We recognize that the wise stewardship of our natural resources is essential for our continued economic growth. For example, tourism, one of the State's largest growing industries, depends upon the presence of clean and maintained beaches, unspoiled forests, and clean rivers and lakes.

Liz Rolison submitted the following comments:

My name is Liz Rolison. I'm a resident of Briar Chapel, a member of StopChathamNorth and a Board Member of the Briar Chapel Community Association.

Tonight you will be voting on an application by Congruus for a CCO map amendment to include property they plan to develop into Fearington Preserve. I spoke in opposition to this proposal at the August 16th Public Hearing. Since then, Randy Voller, representing Congruus, has submitted additional information.

Randy's statement outlines three options that Congruus is proposing for wastewater. Their first option is to provide property within Fearington Preserve for a regional WWTP. Note, they do not plan to pay for it, build it, own it or operate it; rather they are offering land to the Wastewater Study Commission who would then have to work out financing, ownership and management of a regional facility. In exchange for making this land available they require access to the Fearington Village discharge permit and cooperation among ONSWC, Newland, Fitch Creations, municipal and county governments and community associations. This is an unrealistic plan and has

not been vetted. To date, there have been no agreements between Congruus and the key parties required for this plan: ONSWC, Newland, Fitch Creations, NCDEQ and NCUC. As much as we would like to see this plan become a reality, the truth is this option depends on a lot of variables and if successful, will take time. Fearington Preserve wants to move forward with development more quickly than this option will require and as a result the offer is not a serious option for developing Fearington Preserve.

The second option involves connecting to Briar Chapel as an extended service area. The Public Staff with NCUC assures us that given the history of problems with the Briar Chapel system, this request would be contested and is unlikely to be approved. The final option is for Congruus to build a small WWTP to be used only by Fearington Preserve. Of the three options presented, we believe this third option, Fearington Preserve taking responsibility for their own wastewater solution is the only fair and viable solution.

I urge you not to approve the CCO map amendment requested by Congruus.

Henry "Rusty" Field submitted the following comments:

My name is Henry Field. I'm a resident of Briar Chapel and a member of StopChathamNorth.

I am urging you to oppose the application by Congruus for a CCO map amendment for their plans to develop Fearington Preserve.

I have several concerns with Congruus's proposal:

- 1) This request includes parcels which are either entirely outside or bisected by the CCO map and more importantly the 2017 Land Use map. The Congruus request is inconsistent with both the CCO ordinance and the 2017 Land Use plan and if approved opens the door to compact residential development beyond the designated areas.*
- 2) Congruus has not presented a site plan. Given they are asking for an expansion of the CCO map to allow them to propose their development under the CCO ordinance, a preliminary site map would be helpful in determining if they are planning to meet the full requirements of a compact community under the CCO ordinance.*
- 3) Fearington Preserve as proposed does not have access to a major highway, only Parker Herndon and Andrews Store Rd. These roads are already heavily congested due to the four schools that are located at or near their intersection. Adding additional development dependent on these roads will only add to the congestion in the area.*
- 4) Wastewater continues to be a concern. It would be irresponsible to approve another development in this area without a clear and acceptable plan for wastewater.*

I urge you not to approve the CCO map amendment requested by Congruus.

Rose Krasnow submitted the following comments:

Good evening Commissioners. My name is Rose Krasnow, and I reside in Fearington Village. I am speaking, once again, about the Congruus development which is on your agenda later this evening. I want to stress that I am not opposed to development. As the head of Development Review in Montgomery County, Maryland, I recommended approval of thousands of homes and millions of square feet of commercial development, despite significant opposition from the public. No one knows better than I that change is hard for many people, but I believe that development often brings amenities that all can enjoy.

So why am I asking you to hold off on approving this application? Because Congruus is seeking to add land that is not even contiguous to the area designated for development under the CCO in the 2017 land use map. Indeed, it is designated by the map as rural. If these parcels are all added, then more land becomes contiguous to it, and the higher densities allowed by the CCO will spread further and further. So much for the CCO's first objective of maintaining Chatham's rural character. Moreover, this developer seems particularly uninclined to provide wastewater for the community they wish to build. It is not surprising that they would prefer to connect to existing facilities, such as Briar Chapel or Fearington Village, but neither owner wants to provide that service to them. And then, right before the October Planning Board meeting, they offered to donate land for a regional wastewater treatment plant. They did not say they would build it, but they did say that the plant could take advantage of Fitch Utilities' 500,000 gpd discharge permit. To me, that offer was quite disingenuous. Fearington's Wastewater Task Force has spoken to R.B. Fitch about this, and he could not have been clearer. When asked if he wanted an interconnect with Fearington Preserve or if he was willing to let them use the 230,000 gallons of discharge that he is not currently using, he very forcefully said, and I quote: No, No and No!

I understand that Congruus does not want to spend the dollars that would be required to draw up an actual development plan until they know they have the right to build at the density they seek. I get that these plans are expensive to produce. However, approving their request at this point gives them a huge advantage going forward, since the higher density would be a given, and you would have little leeway to say no if you don't like their plan. So what's the rush? Later tonight, you are appointing members to a new study commission that will look at ways to provide wastewater treatment that is sorely lacking in the county right now. Let's give this group some time to see what they can come up with. In the meantime, require the developer to submit an actual plan. We know that things are still in flux for them, since they recently said that now they want to add the commercial property at Morris Road and 15-501 to their development. Who knows what they will want to do next? Do not cast a vote in favor of something when you really don't know what it is you are approving. I am not asking you to rule out the possibility that they could ever develop their property. Rather, I am suggesting that it is very premature at this point to give them the density they are seeking.

Thank you.

Anthony Carroll submitted the following comments:

Good evening. My name is Anthony Carroll and I live in Fearington Village. I'd like to briefly reiterate the points made by members of the Planning Committee in voting 8-3 to recommend against approval of Congruus' application, and to urge the Commissioners to follow that recommendation.

- Unlike the recently approved Vickers Village application, Congruus' application would expand compact residential density into areas classified as "rural" under the 2017 Comprehensive Plan, which stated as its number one goal the preservation of the rural character of Chatham County.*

- In keeping with the rural character of the area, roads such as Morris and Parker Herndon, already stressed by school traffic, are not adequate to safely handle the increased traffic from the proposed development.*

• Finally, the lack of a detailed development plan has left important issues, such as the siting of the homes, the character of the open space, the amount of affordable housing being offered, and the infrastructure to be provided, unaddressed and has prevented public input on how the developer might plan to address these issues.

I would urge the Commissioners not to take the highly consequential step of allowing increased density in these rural areas without the discipline and rigor that submission of a detailed plan would require. Such a step should not be taken based on the vague and unverifiable intentions referred to in Congruus' statement in justification for its proposed amendment or its follow-up letter to the Planning Board that floated additional untested possibilities, without committing to anything. The submissions by Congruus to date clearly do not constitute an adequate basis for the significant change they are requesting, and I would urge you to reject it at this time.

Thank you.

Victoria Shea stated that she opposes Congruus' application for a map amendment because it would open the door for a development when there is little plan to handle wastewater. There are too many unanswered questions. Ms. Shea wants to know if the developers are committed to donating land for a wastewater treatment plant, if that land is suitable for a plant, and if it will get the required approval from NCDEQ and the NC Utilities Commission. She does not want the Commissioners to rely on the good faith of developers.

Susan Rodman DeLaney stated she opposes any further development in Chatham County without the proper infrastructure to support it. She is concerned about the wastewater system and water contamination. She wants Commissioners to meet individually with 10 residents to understand their concerns. She and other residents are meeting with Congressman David Price on November 23rd and she invited the Commissioners to attend.

Jennifer Drake submitted the following comments:

I am Jennifer Drake, I live at 58 Highveld Avenue, in Briar Chapel. I am speaking as a Board Member and Vice President, representing the Board of Directors of the Briar Chapel Community Association and on behalf of our community of over 2200 households.

I addressed the Planning Board on this issue in September and other members of our Board have addressed the Board of Commissioners in August and the Planning Board in October. Our message has been simple and consistent. We strongly oppose the treatment of any wastewater at the Briar Chapel wastewater treatment plant that is generated from any location other than inside the current boundaries of Briar Chapel. As you know, the Briar Chapel facility is located in the heart of our densely populated community and we have had a history of problems with the plant and the collection system.

During 2020, we fought long and hard to stop the Public Utilities Commission from approving an application to treat wastewater from Fearington Village and other developments at the Briar Chapel facility. We were successful in our efforts and the application was withdrawn. We then turned our sights on working with our developer

and our wastewater utility to upgrade the existing plant and to size it to meet the needs of Briar Chapel and no more. That work is underway and should be completed soon.

Given all this, we think that it is incredible that the applicants for the CCO map amendment continue to consider the Briar Chapel treatment plant as a possible solution to meet their wastewater needs. We agree with the Planning Board which voted to deny the application. The November 1 report of the Planning Board states: "Wastewater issues are a serious and growing concern in Northeast Chatham. It would be irresponsible to increase allowable densities without a clear and acceptable plan for how wastewater will be handled."

No acceptable plan can include the Briar Chapel location and facility. We urge you to accept the verdict of the Planning Board and deny the application.

*Karl Kachergis submitted the following comments:
Dear Commissioners,*

I have already emailed you about my concerns. I would like to add the following:

How development should be handled was the center of Chatham County politics 15 years ago. Land use planning and the Compact Community Ordinance was what people wanted to see and this was borne out in several elections. Our Compact Community Ordinance (CCO) was created to preserve our rural character, preserve open space, and provide residential growth responsible guidelines. Given the many critical criteria of the CCO that Congruus has not addressed, passing their request will in effect, render the Compact Community Ordinance invalid and defunct. It would be like a traffic policeman parking next to a 45 MPH sign and letting everyone speed by at 90 MPH. It will declare to developers that there are no CCO requirements here in Chatham County.

Congruus representative said that Briar Chapel brings in \$7million in revenues, that Fearington brings in \$4million in revenues. She claimed that Congruus development would bring in much more than either of these two. Congruus property covers one fifth or less the amount of land that Fearington or Briar Chapel cover. Their claim that they will bring in much more revenue is simply unbelievable. I believe the sewer problem they are seem to be ready to create will end up costing Chatham County.

Thank You

*Stacey Donelan submitted the following comments:
Dear Chatham County Commissioners,*

My name is Stacey Donelan and I live at 112 Treywood Lane, Chapel Hill NC, 27516, in the Briar Chapel community. Thank you for allowing more public input during the public hearing on the Congruus LLC application.

I have attached a copy of my September 7, 2021 letter to the Planning Board listing my prior objections and the Planning Board's own November 15t, 2021 recommendation to deny the approval of Congruus' request to expand the CCO boundary map.

For the sake of time, I will simply ask that these be added to the public input record for this public hearing, and I declare that I co-sign the comments made here tonight by

Stop Chatham North and all who have spoken or will speak in opposition to Congruus' map amendment request.

Thank you for your service and consideration.

Reiterated from my September 7, 2021 Planning Board letter:

"I am a seven-year resident of Briar Chapel, and I'd like to voice my opposition to allowing Congruus or any developer permission to connect to our Briar Chapel wastewater treatment plant. I've spoken or written to the Planning Board and the Chatham County Board of Commissioners about this topic in the past (pre-pandemic).

I understand that the Planning Board will discuss an agenda item tonight by the developer Congruus to expand the Compact Community Ordinance and thereby regionalize the Briar Chapel wastewater treatment plant here in Briar Chapel. I, and hundreds of my Briar Chapel neighbors, vehemently oppose any such regionalization. My opposition is based on many things.

1) Others will have communicated this better than I can, with more direct examples, but our current wastewater treatment plant (WWTP) owned and operated by Old North State Water Company (ONS) has difficulty even safely and effectively processing the wastewater generated by the existing homes in Briar Chapel. There have been multiple, dozens, of sewage spills in our Briar Chapel neighborhood over the last 2-3 years with resultant NOVs from the NCDEQ and many of those spills have reached and entered Pokeberry Creek, causing untold environmental damage.

2) The WWTP was built in a far, unpopulated corner, at the time, of Briar Chapel and incorrectly placed up on a hill. The developer (Newland) may have had plans to build right up close to the plant in future phases, but the general Briar Chapel populace was unaware. Only too late did we realize, by stench and spill, how poorly planned and constructed the WWTP and its infrastructure was. Briar Chapel residents have paid the price for that poor construction and company mismanagement ever since.

3) I sat in at a Bold Construction 'seminar' for their Williams Corner development in 2019, I believe. The representative speaking at that meeting basically admitted when pushed that they did not plan on building any wastewater treatment facility on their property because it was easier and better for them to have that waste carried away and off property ... to the existing WWTP in Briar Chapel. Every developer with plans to build in our development zone (business and residential) here in lower NE Chatham seems to assume that they can hook up to the Briar Chapel WWTP. Our facility cannot safely handle the influx of waste from neighboring communities and developments. It can't handle our own, so it will surely buckle under the strain of additional demand and the residents of Briar Chapel will bear the brunt of whatever damage happens in our neighborhood, to Pokeberry Creek, and to our home values.

4) Time and again, Newland has appealed to the Planning Board and the Board of Commissioners to expand their purview beyond what was originally set up in the CCO and CUP. Inch by inch, both entities have given in to Newland's wishes, to the detriment of the Briar Chapel homeowners, and now another developer, Congruus, is asking for the same indulgences. I understand that Chatham County would rather assign the responsibility for future wastewater treatment to an existing facility, but in doing so, our neighborhood is being undermined. Briar Chapel was not a popular option for longtime NE Chatham County locals. While that battle happened long before I moved to NC and Briar Chapel, I can sympathize with them - when Briar Chapel was approved, there were many limits and agreements involved so that even with its large footprint, Chatham residents were given to believe that it would adhere to those original

conditions and maintain as green and environmentally sound a community as possible. ONS management and infrastructure, and any developers requesting regionalizing connections to the Briar Chapel WWTP betray the foundational reasons that Briar Chapel was allowed to exist and that many of us moved into the community.

I respectfully request and urge the Planning Board to deny Congruus, or any developer, connection access to the Briar Chapel WWTP.

The Clerk announced that the 30 minutes allowed for public input has expired.

PUBLIC HEARINGS

[21-4085](#)

Public Hearing to receive public input on the Recommended FY23-29 Capital Improvements Plan (CIP).

Attachments: [InitialPresentationToBOC- 2023-2029](#)

Assistant County Manager Bryan Thompson reviewed the specifics of the request. (Presentation attached)

The Chair opened the hearing.

No one signed up to speak.

The Board will have the CIP work session at 9:00 am tomorrow at the Ag Center.

[21-4078](#)

A quasi-judicial public hearing for a request by Baker, Donelson on behalf of Celco Partnership dba Verizon Wireless for a new telecommunications tower on Parcel No. 10843 located at 5914 NC 87 N. A waiver from the 199 feet maximum is also requested to increase the height to no more than 300 feet.

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

The Chair administered the oath of office to those wishing to speak.

The Chair opened the hearing.

Zoning Administrator Angela Plummer reviewed the specifics of the request.

Josh Rotenstreich, attorney for the applicant, addressed the Board. He submitted the entire packet and application into evidence. He reviewed how the applicant has met the requirements required by the regulations.

Vice Chair Hales asked Mr. Rotenstreich to review the site plan in a little more detail. He stated he would be getting to that after he reviews the specifics of the tower itself. Ms. Plummer said the letters on the site map just represent adjacent properties.

Vice Chair Hales asked some clarifying questions. The applicant will be renting the parcel from the owner, Mr. Justice. No one came to the community meeting. Ms. Plummer said the planning department received one email in support because they want service provided by the tower. No complaints about the application have been received by Planning.

The Chair closed the hearing.

This Agenda Item was referred to the Planning Board.

BOARD PRIORITIES

[21-4072](#)

Vote on a request to approve ordinance amendments to maintain potential criminal enforcement of specified ordinances to comply with Senate Bill 300.

Attachments: [Ordinance Continuing Misdemeanors](#)

County attorney Bob Hagemann reviewed the specifics of the request. This is the second reading of the ordinance, as required by law. This is a continuation of the current policy and is policy neutral.

A motion was made by Commissioner Howard, seconded by Commissioner Gomez Flores, that this Ordinance, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4083](#)

Vote on a request to approve the recommended slate of appointments to the Northeast Wastewater Study Commission

County Manager Dan LaMontagne reviewed the specifics of the item. The County received 13 applications by the November 5, 2021 deadline and Mr. LaMontagne recommends all 13 applicants be appointed.

Staff will send out a Doodle Poll this week to see when the members can begin meeting.

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-3969](#)

Vote on a legislative request by Congruus LLC for a map amendment to the Chatham County Compact Community boundary map specifically Section 6.1, p 3-4 for an expansion of the CCO map to include an additional 184.04 acres off Parker Herndon and Morris roads, Baldwin Township.

Attachments: [More information from the Planning department webpage](#)
[Planning Board Congruus Document](#)

Zoning Administrator Angela Plummer reviewed the specifics of the request. The Planning Board did vote to recommend denial. The summary of their recommendation for denial was attached to the agenda.

Isabel Mattox, attorney for the applicant, gave a presentation to the Board and

requested the Board approve the request. (Presentation attached) Also present were Randy Voller and Lee Bowman. Lee Bowman said he and his family enjoy all the benefits of living in a compact community, especially Briar Chapel. Mr. Bowman and Mr. Voller requested the Board approve the application.

The Board asked to hear from George Lucier about the Planning Board's vote to recommend denial. Vice Chair Hales asked Dr. Lucier to share the thought that went into the planning board's decision to recommend denial.

Dr. Lucier said the planning board talked a lot about how the request is inconsistent with the land use plan.

Chair Dasher understands why the planning board had concerns but asked how the commissioners can deny the request when the request that meets county regulations.

Commissioner Crawford said there has been a deliberate misrepresentation of the process by the planning board.

Commissioner Howard asked what the Board would be approving if it did approve this request and for what purpose. Commissioner Crawford said this part of the request meets county regulations and the comprehensive plan. A site plan is not required at this point in the process.

Chair Dasher said he would want to see a site plan before approving next steps but it is not needed at this point in the process. He is looking at it strictly from a land use stand point right now.

Dr. Lucie said the Compact Community Ordinance states that compact communities should have direct access to major highways. This is not the case in the Congruus application. There are four schools on that road and there are lots of traffic issues. The planning board thinks doubling the density is irresponsible.

Vice Chair Hales stated she attended all the planning board meetings and she sees a few problems with the application. It is a 370 acre project and adding 184 acres in the map amendment. The comprehensive plan did not extend to the south of Andrews Store Road. She believes the wastewater system is an overwhelming matter and believes the due diligence to move forward has not occurred.

Vice Chair Hales asked how along the applicant is with the plan. Mr. Bowman said they have been working on it the past year and there are a couple of scenarios based on the Compact Community Ordinance or regular one acre lot subdivision model.

Chair Dasher expressed it is not right for the Board to deny the applicant the opportunity to come up with a plan to present later in the process. Vice Chair Hales and Commissioner Howard disagree. Chair Dasher said by not allowing more density the Board unintentionally makes the county more unaffordable.

Commissioner Crawford said the ordinance does not require a site plan at this stage. The Board doesn't have any authority to ask them to present a plan before it approves this map amendment.

A motion was made by Commissioner Crawford, seconded by Chair Dasher, to approve the request. The motion failed by the following vote:

Aye: 2 - Chair Dasher and Commissioner Crawford

No: 3 - Vice Chair Hales, Commissioner Gomez Flores and Commissioner Howard

County attorney Bob Hagemann stated no action has been taken as the motion to approve and the motion to deny the request both failed. This request can be brought back to the Board at another meeting. As a legislative request, interested parties and residents can have conversations with the Board outside of the meeting.

Commissioner Gomez Flores said he could not approve the request without more information.

Ms. Mattox asked what more information Commissioner Gomez Flores would like to receive. Commissioner Gomez Flores said he would appreciate seeing the same kind of information being requested by the planning board.

A motion was made by Commissioner Howard, seconded by Vice Chair Hales, to deny this request. The motion failed by the following vote:

Aye: 2 - Vice Chair Hales and Commissioner Howard

No: 3 - Chair Dasher, Commissioner Gomez Flores and Commissioner Crawford

[21-3971](#)

Vote on a legislative request to approve by the Vickers Bennett Group LLC for a Conditional District Rezoning from R-1 Residential to CD-CCO Compact Community being approximately 101.8 acres located off US 15-501 between Vicker's Rd and Jack Bennett roads, Williams Township.

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

Zoning Administrator Angela Plummer reviewed the specifics of the request.

The affordable housing statement in the notes will be different than what is in the agenda packet and will be updated.

Vice Chair Hales asked Planning Director Jason Sullivan to quickly review the site plan. Mr. Sullivan clarified the Board is not approving the wastewater treatment system but rather only the location of the plant.

A motion was made by Vice Chair Hales, seconded by Commissioner Crawford, that this Resolution #2021-44 adopting a consistency statement for the approval of Vicker's Bennett Group LLC, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

A motion was made by Vice Chair Hales, seconded by Commissioner Crawford, that this Ordinance, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4087](#)

Vote on a request to approve affordable housing agreement with Vickers Bennett Group, LLC

Attachments: [2021.11.10 \(FINAL CLEAN\) Chatham Co. VBG AHU Agreement v.8](#)

County attorney Bob Hagemann reviewed the specifics of the request. This is a creative and innovative approach and may be a model for other projects in Chatham County.

Commissioner Howard admires the developer's tenacity and willingness to work with staff. The County has developed more affordable housing than ever in the history of the county and she expressed her thanks to the wonderful staff who have made it possible.

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

SUBDIVISION FIRST PLATS

[21-4077](#)

Vote on a request to approve by Mark Ashness on behalf of The Vickers Bennett Group, LLC for subdivision **First Plat** review and approval of **Vickers Village**, consisting of 184 lots on 101.8 acres, located off US 15-501 N, Vickers SR-1719 and Jack Bennett SR-1717, parcels numbers 18847, 18848, 18857, 60719, 18636, 60653, 79965, 89281, 89395, 80493, 69057, 89206, 18857, 87996, 89272, 18856, 87093, 93157, 79288, 93156, 93155, 93154, 85875, and 18914.

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

Planning Director Jason Sullivan reviewed the specifics of the request.

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

CLERK'S REPORT

Clerk to the Board Lindsay Ray reminded the Commissioners about the upcoming Christmas parades in the county. She will reach out to them about the parade times. She also reminded the Commissioners to be at the Ag Center at 9am tomorrow for the CIP Work Session. Ms. Ray will be attending Clerks' Academy with the School of Government Wednesday through Friday. The Commissioners can reach out to Kaitlyn Warren or Ann Hammock if they need anything.

MANAGER'S REPORT

Mr. LaMontagne stated that the Commissioners voted in September to apply for a grant with the US Department of Commerce Economic Development Administration for the Haw River Trails. Based on guidance from TJCOG, Chatham County filed a joint application with Alamance County to make the application stronger.

On Thursday, Mr. LaMontagne will be judging the STEM fair at Perry Harrison Elementary School.

As the county prepares for ARPA funding prioritization, there will be agenda items coming before the Commissioners over the next few months. Mr. LaMontagne wants to make sure the county is getting input from the public on the funding.

COMMISSIONERS' REPORTS

Commissioner Gomez Flores stated he has received emails about access to the libraries. One resident requested that the libraries bring back the bookmobile. He has also received emails about high-traffic roads like Andrew Store Road, Parker Herndon Road, and Morris Road that need DOT attention. There are concerns about visibility and school traffic. Commissioner Gomez Flores received a request from a resident that Chatham County create a task force to address homelessness in Chatham County and partner with social workers and psychiatrists.

Vice Chair Hales stated she and Commissioner Howard will also be judging the STEM fair at Perry Harrison. She attended the dedication of Seaforth High School last week. It was a great event. She will schedule a meeting with Ms. Ray to finalize details about the time capsule.

ADJOURNMENT

A motion was made by Commissioner Howard, seconded by Commissioner Gomez Flores, that this meeting be adjourned. The motion carried by the following vote:

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard



Chatham County, NC

Meeting Minutes

Board of Commissioners

Tuesday, November 16, 2021

9:00 AM

Agriculture and Conference Center

Capital Improvements Plan Work Session

CALL TO ORDER

Chair Dasher called the meeting to order at 9:09 am.

Present: 5 - Chair Mike Dasher, Vice Chair Diana Hales, Commissioner Franklin Gomez Flores, Commissioner Jim Crawford and Commissioner Karen Howard

APPROVAL OF AGENDA and CONSENT AGENDA

A motion was made by Commissioner Howard, seconded by Commissioner Gomez Flores, that the agenda and consent agenda be approved. The motion carried by the following vote:

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

[21-4098](#)

Vote on a request to approve Pyrotechnic display at The Bradford wedding venue located at 75 The Bradford Ln. New Hill NC 27562 during a wedding celebration on December 3, 2021

Attachments: [Attachment A-N.C.G.S 14-410 and 14-413](#)
[Attachment B - Pyrotechnics Request](#)
[Attachment C-NC Pyrotechnic Display Operators License](#)
[Attachment D- Ledford Certificate of Insurance 2021](#)
[Attachment E- Ledford ATF License 2021](#)
[Attachment F-Floor Plan The Bradford 12/3/2021](#)

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

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard

End of Consent Agenda

BOARD PRIORITIES

[21-4088](#)

Review the Process

Attachments: [FY 2023-2029 CIP Work Session Final.pptx](#)

Budget Director Darrell Butts reviewed the CIP process.

[21-4089](#) Overview of CIP

Mr. Butts gave an overview of the CIP.

[21-4090](#) Funding Sources & Strategy

[21-4091](#) Operating Effect

[21-4092](#) Completed Projects

[21-4093](#) Schools Projects

Chatham County Schools Chief Operations Officer Chris Blice stated the school system lost five mobile units to fire and there was damage to the Pre-K playground. The current insurance policy provides for full replacement but the investigation is ongoing. They recommend moving from five mobile units to a six classroom pod. The school believes they can get through until the summer before having to replace anything. That gives them time to have the pod custom built. It may be possible to get some temporary mobile units until the summer if needed.

Vice Chair Hales asked what is happening to the students who were using those mobile units. Mr. Blice said music has been moved to a cart classroom. Two units were basically being used as storage and art had already moved to the cafeteria. ESL was moved to a different location after the fire. The fifth unit was being used primarily for storage as well. This has actually created an opportunity to plan for increased capacity over the next ten years.

Commissioner Crawford complimented the new traffic flow at Northwood High School.

Commissioner Crawford stated that he would like to move up the gym replacements at Bennett, Silk Hope, and Bonlee schools, as he has stated before. Commissioner Gomez Flores agreed. Chatham County Schools Director of Maintenance Randy Drumheller stated they are working on a feasibility study to determine the best course of action for these facilities. Commissioner Gomez Flores asked how quickly the turn around would be for renovating the facilities compared to building a new facility. Mr. Drumheller stated that renovations would take about a year because the gymnasiums are occupied. Building a new facility would also take about a year for construction and about six months for design. The feasibility study should be done by the end of this month.

Commissioner Howard asked if there was a political component to updating these facilities. These schools have resisted moving to the K-5 and 6-8 middle school model and it may be wise to think about having those conversations. Mr. Blice stated they are doing a study on adding HVAC to the existing systems in the county gymnasiums as well.

Chair Dasher questions about the COVID funding the schools received. There was an

article last week looking at the funding in the state overall. He asked where Chatham County Schools is spending those funds. Chatham County Schools Superintendent Dr. Anthony Jackson stated the funds are distributed over a three year period. To get the funds they had to have a detailed plan so all the funds are already allocated and if anything changes they have to go back for additional approval. There were certain amounts mandated to be set aside for certain things. The total allocation was approximately \$18 million. Chatham County Schools Chief Finance Officer Tony Messer said getting a HVAC project completed in three years is just about impossible when 100 counties may be trying to do that same thing with the same vendors.

Commissioner Howard stated there was just recently an update on lottery capital funds. She will get more info from NC Association of County Commissioners.

Vice Chair Hales asked if there any conversations about some kind of refresh of Jordan Matthews High School. Mr. Blice stated the refresh of facilities is ongoing in the form of small projects. Doing an entire school renovation as one big project would really just be for aesthetics. A technology refresh is much more important to make sure instruction is keeping up with the times and students have access to the best technology.

Vice Chair Hales noted there are no lockers at Seaforth High School. Mr. Blice stated they are taking them out of other schools gradually because students no longer use them.

Dr. Jackson stated they will be having some of these conversations with the Board of Education in January but he would love school programming to drive the district's capital needs.

Commissioner Gomez Flores asked how substitute teachers are paid. Mr. Messer stated that when a teacher takes annual leave, they have to pay \$50 towards the payment of the substitute. It is a state policy, not a county policy. It does not apply when a teacher takes sick leave.

21-4094

General Fund Projects

County Manager Dan LaMontagne gave an update on CCCC Business Campus in Siler City. A developer wants to know how they can connect from behind the gas station over to Progress Blvd. so they can develop that parcel. This is very positive news, especially when there is still a need for a sign for the campus.

Chair Dasher asked if there have been discussions about a master plan for that campus. Mr. LaMontagne said there will be a health campus there. Affordable housing is also going in behind the hospital. Chair Dasher also suggested there still could be an advantage to trying to have a plan to look at possible future uses instead of waiting for things to come to us.

Chair Dasher stated that the Veranda at Briar Chapel removed their charging stations. He asked if the stations were part of the site plan, can they remove it without coming to the Board with a revised site plan. Mr. LaMontagne believes putting the charging stations at the Veranda was voluntary and isn't a significant change to make the developer change the site plan.

Assistant County Manager Carolyn Miller said the EV charging station will be going in next week at the Chatham County Agriculture and Conference Center.

The Board also discussed the A/V project for the Historic Courthouse and Justice Center. The Administrative Office of the Courts has committed to upgrading one courtroom in each county. In order to keep the technology consistent in the other three courtrooms in the Justice Center and the Historic Courthouse courtroom, MIS is working with AOC's vendor to start gathering information on what the potential costs and timeline would be to update the remaining four courtrooms. Clerk to the Board Lindsay Ray will also work with MIS to make sure the Board of Commissioners' needs are addressed and met with the A/V in the Historic Courthouse.

21-4095

Enterprise Fund Projects

Mr. LaMontagne said the original partners for the future western intake on Jordan Lake were OWASA, Durham, Pittsboro, and Chatham County. OWASA has decided not to continue in the partnership. The Town of Pittsboro has said they will not continue with the project but will participate in the governance piece. Chatham County is a partner but not a huge partner. Durham is still 100% committed for their 16.5 million gallons per day. Staff needs to go through the process of looking at alternatives.

Vice Chair Hales asked whether the Town of Cary is partner. Mr. LaMontagne said Cary doesn't need to be a partner because they already have their own intake.

Commissioner Crawford asked if it is Mr. LaMontagne's understanding that Durham will build this facility regardless of what the other partners do. Mr. LaMontagne said yes, it is being built in our backyard so it makes sense to continue with it. Durham has been a great partner. Financing is difficult for the Town of Pittsboro right now. The County did convince Pittsboro to participate in the governance piece with the expectation that they will join eventually.

21-4096

Future Projects

Chair Dasher said his understanding is no one asked the contractor if the CCCC Career and Technical Education Building could be scaled back. He asked if there is a way to use ARPA funds for the facility. Assistant County Manager Bryan Thompson said on its face it seems like staff could connect the dots to use ARPA, trying to use the guidance given and plug it in where it will fit. He is not sure this would meet the concept of reasonable use of the funds. Staff could probably argue renovations to an existing building would qualify but construction of a new building would probably not qualify.

Mr. Thompson said the community college is expecting an allocation from the state budget but the college Board of Trustees would then have to distribute those funds among the three locations.

Mr. LaMontagne said staff just didn't have a lot of time to discuss it before having to get final recommended CIP document. Mr. Thompson said the reason something is a future project may be a small issue that can be resolved but not in time to be included in the recommended CIP.

Mr. Butts said he and Budget Analyst Lisa West met with a UNC Capstone team currently working with Council on Aging Director Dennis Streets on a new senior center project. Vice Chair Hales asked if they are looking at a new building or the expansion of an existing building. Mr. Butts said they are looking at both options as well as other options Mr. Streets may not have considered.

Ms. Miller said they are waiting on an economic analysis for the expansion at the Agriculture and Conference Center. Vice Chair Hales asked if there will be any equestrian additions. Ms. Miller said a big part of this is covering the arena and that plan includes many features so staff can identify which ones are most feasible.

Commissioner Howard asked if there is a timeline for doing a county complex master plan.

Mr. LaMontagne said a wastewater plant for county facilities on Renaissance Drive is something being looked into. Renaissance Drive will, more than likely, eventually be in Pittsboro's jurisdiction.

Commissioner Crawford said another component is that Pittsboro was supposed to build a town hall and the County would be able to lease space but that project has stalled. Mr. LaMontagne said he would like to work out agreement with the Town of Pittsboro for leasing space in town hall with a commitment the Town would allocate wastewater for the new county complex on Renaissance Drive.

Chair Dasher suggested it may be time for a joint meeting with Pittsboro Town Board.

Mr. LaMontagne said staff can look at the possibility of doing a feasibility study on a county complex master plan with operating funds. The Board agreed by consensus to move forward.

Vice Chair Hales said county prefers to own the land and county facilities. The County doesn't lease property if it doesn't have to. She asked if a 15 year lease for a library in the northeast would be possible? Commissioner Crawford stated the issue is finding the space in the northeast part of the county that is adequate. It is hard to find even a small business space right now. Mr. LaMontagne stated the Town of Goldston and the Town of Siler City provide the space for the libraries. The County does not lease those buildings.

Mr. Thompson asked if the latest Library Assessment look into space needs. Staff will look into that. Public Information Officer Kara Lusk Dudley said the County is currently conducting the biennial feedback survey and staff will have some feedback on this topic at the January retreat.

Commissioner Crawford said McDougal Elementary in Carborro has a shared library facility for the school and the county. He asked if this model could be possible in Chatham. Mr. LaMontagne said there has been some discussion about doing that at the new school at Chatham Park when it is built.

Ms. Miller pulled up the library needs assessment. Some suggestions were boosting WiFi, building a branch in northeast or northwest Chatham, and different library kiosks (like Red Box kiosks) at different retailers.

Vice Chair Hales said Chatham has a large population over 55 years of age. Libraries are transitioning to more digital media.

Commissioner Howard stated it is easy to think of the northeast as the wealthy part of the county but there are a lot of young families and people in poverty in that section of the county as well. There isn't convenient access to library programming in that part of the county.

Ms. Miller said it is a good time for staff to explore a variety of options like having library programming at the new recreation center at Chatham Grove Elementary.

Commissioner Crawford remembered some discussion about a library at the new CCCC Health Sciences Building. Mr. LaMontagne said there is a 10,000 sq ft footprint for a future library. The Library Advisory Committee is not pushing to move forward with that facility at this time. Library staff should be coming forward with their needs based on what they see and experience.

Ms. Miller pointed out that the libraries have retained the curbside service at the libraries that was created in response to the pandemic.

Vice Chair Hales asked if it is possible to have a boat storage for the Sheriff at Seaforth High School. Mr. LaMontagne said North Chatham Fire Department is there by the lake and the water treatment plant is also close by and are possible options for the boat storage.

Mr. LaMontagne stated there were a lot of moving pieces with this. There is a Rural Digital Opportunity Fund through the FCC. It was not known at the local level that this was happening. There are areas called CCO holdings that companies could bid on and get low bandwidth areas that they would serve. They are committed to doing it within 6 years.

Vice Chair Hales asked if this is happening nationwide. Mr. LaMontagne stated it is.

Mr. LaMontagne has been having discussions with Randolph Communications about another federal program called NTIA. They have to make sure the different federal and state programs they utilize do not interfere with one another. Mr. LaMontagne will dig into the budget to figure out where the county is on that and who can help the county figure out where the gaps are. He has been unable to reach the state broadband office.

Vice Chair Hales asked for the status of the broadband project for the schools. Mr. LaMontagne said the connection to the schools is almost complete. That is a federal program just for education and federal services. The County can't necessarily lease that fiber space out to anyone right now. There may be some new things in the state budget that will address this and allow more flexibility. Mr. Thompson said whatever work done by the County will have to be done through ISPs (internet service providers).

Chair Dasher asked if there are consultants that can do some of this broadband leg work for the County. Mr. LaMontagne said not yet. In other states counties can use ARP funds for broadband but counties in North Carolina are not allowed to use the funds for that purpose.

Vice Chair Hales asked if the County has any ARP funds set aside for this. Mr. Thompson said there are funds set aside so if the County is eventually allowed to do something with broadband the funds will already be allocated and available.

Chair Dasher said the schools will be done with their central services building in December of 2022. He asked if the County plans to talk with the Town of Pittsboro about possible uses of the current school central services building.

Commissioner Crawford also asked if there are any possible uses of the current EOC

and Sheriff's office buildings. Mr. LaMontagne said the Sheriff's Office investigations unit is going to move in to the current EOC building. Chair Dasher said the school central services building would be a great location for a community center.

Mr. LaMontagne said staff would look into having a joint meeting with the Town of Pittsboro in February 2022.

Mr. Butts thanked the commissioners for their time and for working with staff during this process. The approval of the CIP will be on the December 20th agenda.

Mr. LaMontagne thanked Finance Officer Hope Tally for her service to Chatham County and wished her well on her future endeavors. He also thanked all of staff for their work on the CIP.

ADJOURNMENT

A motion was made by Commissioner Crawford, seconded by Commissioner Gomez Flores, that this meeting be adjourned. The motion carried by the following vote:

Aye: 5 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores, Commissioner Crawford and Commissioner Howard



Chatham County, NC

Meeting Minutes

Board of Commissioners

Monday, October 18, 2021

2:00 PM

Historic Courthouse Courtroom

Work Session - 2:00 PM - Historic Courthouse Courtroom

Present: 4 - Chair Mike Dasher, Vice Chair Diana Hales, Commissioner Franklin Gomez Flores and Commissioner Jim Crawford

Absent: 1 - Commissioner Karen Howard

PUBLIC INPUT SESSION

Maurice Nunn stated he has an issue with his property taxes. They have gone up \$10 million. Mr. Nunn stated he took 1.5 acres off the tax roll and his property tax still went up 20%. He stated his relatives in the area are experiencing the same problem. He wants to know if something different can be done in the future.

BOARD PRIORITIES

[21-4035](#)

Introduction of new Chatham County Veteran Services Officer Michael Daniels

Assistant Manager Carolyn Miller introduced new Veteran Services Officer Michael Daniels.

Mr. Daniels said he is glad to be a part of the County team.

Commissioner Crawford asked why Mr. Daniels chose Chatham County. Mr. Daniels stated he has been a resident of the county for the last five years. Commissioner Crawford thanked him for serving the county's veteran population.

Vice Chair Hales stated she is a member of the West Chatham NAACP and she believes they would love to meet with Mr. Daniels. She stated she appreciates his work.

[21-4046](#)

Receive Recreation Advisory Committee Annual Report

Attachments: [Recreation Advisory COMMITTEE SUMMARY ANNUAL REPORT 2021 FILLABLE](#)
[Recreation Advisory Committee Summary annual report 2021.pdf](#)

Tim Mounce, Recreation Advisory Chair, presented the annual report to the Board. (Presentation attached)

He thanked the members of the committee: Joy Hewett, Maria Gomez Flores, Anne Geer, Ann Alston, James Fogleman, Andrew George, Kent Barlow, Megan Lynch, and Tammy Phillips.

Chair Dasher stated he appreciated Mr. Mounce's passion and advocacy for the county's parks.

Commissioner Crawford asked when Mr. Mounce joined the Recreation Advisory Committee. Mr. Mounce stated he joined 20 years ago.

Commissioner Crawford stated the Stroud Mountain property would make an excellent mountain bike area. Commissioner Crawford also asked about reviewing the policy of per capita funding to municipalities to see if any changes should be made to the policy. Mr. Mounce said he believes now is the time to review the policy.

Vice Chair Hales stated she uses the Southwest Park walking trail and she knows it will have an expansion. She also appreciates the story walk there because it was about George Moses Horton.

Vice Chair Hales asked about the possibility of Parks and Recreation working with the Council on Aging to provide programming for older residents. Parks and Recreation Director Tracy Burnett stated they have collaborated with the Council on Aging to provide chair aerobic classes in person and virtually and are looking to expand that collaboration in the future.

Chair Dasher asked if the restrictions with Chatham Grove were contractual or COVID-related. Ms. Burnett stated they were COVID-related. She stated staffing is also an issue.

Chair Dasher asked about plans for Parkers Ridge Park. Ms. Burnett stated they are having CIP discussions with the budget team about a strategy that they plan to present to the Board in November.

[21-4056](#)

Receive 2021 Chatham County Cooperative Extension 4-H presentation.

Attachments: [2021 BOC Meeting - Chatham County 4-H Presentation](#)

Cooperative Extension Director Ginger Cunningham stated Parks and Recreation has been a wonderful partner to the Extension Office. She introduced 4-H Program Assistant Liz Mauney and 4-H Community Resource Development Extension Agent Kaley Lawing. Ms. Cunningham thanked the volunteers who helped the program persevere during the pandemic.

Vice Chair Hales asked if Chatham Marketplace was a distribution point for 4-H programming. Ms. Cunningham stated it was not but it may have been involved through Debbie Roos' pollinator programming.

Ms. Lawing continued the presentation.

Vice Chair Hales asked if there was a livestock show in Chatham County this year. Ms. Lawing stated there was not.

Ms. Mauney continued the presentation.

Vice Chair Hales stated she is amazed at how much work and outreach is achieved by 4-H every year.

Commissioner Crawford thanked them for the vision and ability to translate programming into virtual learning.

Chair Dasher stated he is excited about the programming.

Commissioner Crawford asked if Cooperative Extension could give a presentation to the EDC this year. He believes it would help give the EDC a balanced understanding of the county. Ms. Cunningham stated they would appreciate that opportunity. She stated that the Small Business Grant Committee has involved Cooperative Extension.

[21-4052](#)

Receive FY2022 First Quarter Budget Update

Attachments: [FY22 1st Quarter Budget Update](#)

Darrell Butts, Budget Director, gave a presentation to the Board. (Presentation attached)

Chair Dasher commended the Board and the residents of Chatham County for approving the Article 46 sales tax. He responded to the resident who spoke about property taxes during public input, stating property tax is based on the property value and the Board did not raise property taxes. Property values are increasing. That is how local governments are directed to raise money.

Vice Chair Hales asked when the availability of Article 46 funds start. Mr Butts stated anything approved in FY22 would come at year end. Other funds are available now.

Commissioner Crawford asked how funding for affordable housing is handled since it is used as opportunities emerge and is less predictable. Is the money isolated in a fund until it needs to be drawn upon?

Finance Director Hope Tally stated that is correct. A budget amendment will come to the Board next month to transfer funds out to holding pots so they can be accessed whenever needed.

Commissioner Crawford asked if the departments budget for these funds. Mr. Butts stated the departments receive conservative estimates of the funds they will receive.

[21-4060](#)

Receive update from the Chatham County Economic Development Corporation

Attachments: [10-18-21 Chatham BOC Presentation - EDC](#)

Chair Dasher congratulated Project Manager Sam Rauf on his recent recognition from Business North Carolina.

Chatham Economic Development Corporation President Michael Smith thanked Mr. Rauf and Ann Fitts for their work for Chatham County.

Mr. Smith gave a presentation to the Board (Presentation attached).

Commissioner Crawford encouraged Mr. Smith to find opportunities to collaborate with Cooperative Extension. Mr. Smith stated he is happy to reach out to Cooperative Extension.

Mr. Smith thanked County Policy Analyst Stephanie Watkins Cruz for her help with the

Small Business Fund application process.

Chair Dasher commended the EDC for their work with the community college.

[21-4061](#)

Discuss and vote on a request to adopt Rules of Procedure for Public Hearings and Subdivision First Plats.

Attachments: [Chatham County Hearing Rules](#)

County Attorney Bob Hagemann presented a draft of the revised rules of procedure for zoning public hearings and major subdivision applications. Under the proposed rules, staff will present the application and answer questions from the Commissioners. The Chair will then open the public hearing. The applicant and the applicant's agents will have fifteen minutes total to present their request. Questions from the Board for applicants and other speakers will not count towards their time. Following the applicant, individuals who have signed up to speak will get two minutes each. The applicants will then have five minutes for rebuttal. The Chair will then close the hearing or continue it to a future meeting.

A provision was added to the draft that individuals cannot address the Board on the same matter at a subsequent meeting unless asked to by the Board. A provision was also added that allows the Board to deviate from the rules to provide flexibility.

Vice Chair Hales asked if individuals speak about wastewater regarding a particular subdivision, can they speak on wastewater issues at a subsequent meeting. Mr. Hagemann stated the Chair will have to exercise some discretion.

Commissioner Crawford stated that the Board cannot consider wastewater issues when voting on subdivision applications. He does not want to encourage the belief that the public can affect change on a private matter by speaking to the Board. It is also the only venue the public has.

Chair Dasher stated the policy only mentions first plats and not final plats. Residents often ask the Board to deny final plat approval which the Board does not have the authority to do.

Mr. Hagemann stated the final plats that have gone before the Board recently were under legacy subdivision ordinances. His understanding is final plats will not come before the Board anymore. If more final plats do come before the Board, his recommendation is to apply the rules of procedure for a first plat approval.

Mr. Hagemann stated there is no requirement to adopt the rules tonight. If adopted, the rules will take effect at the November Board meeting.

Vice Chair Hales stated she has no problem with limiting applicants' and the public's speaking time. She believes it is a workable rules of procedure.

Commissioner Crawford stated he would like to have a formal means of deviation from the rules.

Chair Dasher stated there is a provision for deviation. He would support increasing time limits when the majority of the Board is in favor.

A motion was made by Vice Chair Hales, seconded by Commissioner Gomez Flores, that this Agenda Item be approved. The motion carried by the following

vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

CLOSED SESSION

[21-4055](#)

Vote on a request to go into Closed Session pursuant to G.S. 143-318.11(a)(3) and (4): (a) to consult with an attorney in order to preserve the attorney-client privilege; and (b) to discuss matters relating to the location or expansion of industries or other businesses, including agreement on a tentative list of economic development incentives that may be offered by the public body.

A motion was made by Commissioner Crawford, seconded by Commissioner Gomez Flores, to go into Closed Session pursuant to G.S. 143-318.11(a)(3) and (4): (a) to consult with an attorney in order to preserve the attorney-client privilege; and (b) to discuss matters relating to the location or expansion of industries or other businesses, including agreement on a tentative list of economic development incentives that may be offered by the public body. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

Absent: 1 - Commissioner Howard

RECESS

End of Work Session

Regular Session - 6:00 PM - Historic Courthouse Courtroom

INVOCATION and PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

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

APPROVAL OF AGENDA and CONSENT AGENDA

Item 21-4049 was removed from Board Priorities due to the application being

withdrawn.

A motion was made by Commissioner Crawford, seconded by Vice Chair Hales, that the Agenda and Consent Agenda be approved as amended. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4053](#)

Vote on a request to approve the naming of one (1) private road in Chatham County

Attachments: [High Clover Trail Petition](#)
[HIGH CLOVER TRAIL MAP](#)
[HIGH CLOVER TRAIL AREA MAP](#)

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4040](#)

Vote on a request to accept \$31,813 Covid-19 Vaccination Program Funds (continuation from last fiscal year)

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4041](#)

Vote on a request to accept \$960,380 Covid-19-Preparedness and Response Funds (continuation from last fiscal year).

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4042](#)

Vote on a request to accept \$1,050 Community Health Grant funds

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4043](#)

Vote on a request to accept \$107,869.34 funds from the Duke Endowment's Healthy People, Healthy Carolinas grant (continuation from last fiscal year).

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4044](#)

Vote on a request to approve \$70,140 of special LINKS funding to help young adults that have been in foster care.

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4045](#)

Vote on a request to appoint Reverend Patrick Jones to the Juvenile Crime Prevention Council (JCPC).

A motion was made by Commissioner Crawford, seconded by Vice Chair Hales, that this Appointment be approved. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4050](#)

Vote on a request to approve allocating \$333,500.00 from Utility Capital Reserve for the water system's Hwy. 902 Booster Pump Station Chemical Feed Project.

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4063](#)

Vote on a request to approve an easement with Duke Energy on Progress Blvd. for a Chatham County radio tower.

Attachments: [14326 CHATHAM COUNTY PROGRESS BLVD ROWMAPFOR42136995 \(2\)](#)

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4014](#)

Vote on a recommendation from the Chatham County Tax Department to award the property tax software contract to DEVNET Incorporated for \$554,870.20 over a five-year period and authorize the County Manager to negotiate and execute all contracts and agreements.

Attachments: [DEVNET 2021](#)

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4051](#)

Vote on a request to approve Tax Releases and Refunds

Attachments: [September 2021 Release and Refund Report](#)
[September 2021 NCVTS Pending Refund Report](#)

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4062](#)

Vote on a request to approve a Resolution Proclaiming November 2021 as Family Caregiver Month

Attachments: [Family Caregiver Month.doc](#)

A motion was made by Commissioner Crawford, seconded by Vice Chair Hales, that this Resolution #2021-38 Proclaiming November 2021 as Family Caregiver Month, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4067](#)

Vote on a request to adopt a Resolution Proclaiming November 20, 2021 as Adoption Day in Chatham County

Attachments: [Resolution - National Adoption Day 2021 - 10.14.21.docx](#)

A motion was made by Commissioner Crawford, seconded by Vice Chair Hales, that this Resolution #2021-39 Proclaiming November 20, 2021 as Adoption Day in Chatham County, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4057](#)

Vote on a request to adopt a resolution setting the time and place for meetings of the Chatham County Board of Commissioners for calendar year 2022.

Attachments: [2022 BOC Meeting Calendar Resolution](#)
[2022 Final Draft BOC Meeting Calendar](#)

A motion was made by Commissioner Crawford, seconded by Vice Chair Hales, that this Resolution #2021-40 setting the time and place for meetings of the Chatham County Board of Commissioners for calendar year 2022, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4058](#)

Vote on a request to adopt a resolution approving the Memorandum of Agreement (MOA) between the State of North Carolina and Local Governments on proceeds relating to the settlement of opioid litigation.

Attachments: [Opioid MOA resolution](#)
[FAQ on NC MOA 4.28.21](#)
[Opioid Litigation Settlement Overview](#)
[Opioid MOA](#)

A motion was made by Commissioner Crawford, seconded by Vice Chair Hales, that this Resolution #2021-41 approving the Memorandum of Agreement (MOA) between the State of North Carolina and Local Governments on proceeds relating to the settlement of opioid litigation, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4059](#)

Vote on a request to adopt a Resolution to Amend the Chatham County Personnel Policy

Attachments: [Personnel Policy \(DRAFT Amended 10-18-2021\)](#)
[Personnel Policy Amendment.doc](#)

A motion was made by Commissioner Crawford, seconded by Vice Chair Hales, that this Resolution #2021-42 to Amend the Chatham County Personnel Policy, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4065](#)

Vote on a request to approve Pyrotechnic display at the former Boling Chair property located at 311 N. Chatham Ave. Siler City NC for Chatham 250 celebration on November 13, 2021

Attachments: [Attachment A-N.C.G.S 14-410 and 14-413](#)
[Attachment B- Letter of Request Siler City 2021](#)
[Attachment C-NC Pyrotechnic Display Operators License](#)
[Attachment D- Hale Certificate of Insurance 2021](#)
[Attachment E- Hale ATF License 2021](#)
[Attachment F-Site Plan Siler City 2021](#)

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

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

End of Consent Agenda

SPECIAL PRESENTATION

[21-4066](#)

Receive Chatham 250 Update

Attachments: [10.18.21 BOC Chatham 250 Presentation](#)

Community Partners Analyst Hilary Pollan gave a presentation to the Board. (Presentation attached)

Vice Chair Hales commended Ms. Pollan for all her work with Chatham 250. She especially appreciated the Los Jets presentation and how engaged the students were.

Commissioner Crawford stated he hopes some of the Chatham 250 activities can be held annually. He thanked Ms. Pollan for her work.

Clerk Lindsay Ray thanked Sarah Martin and Travis Patterson for their help leading ChaTeens 250. There will be a time capsule station at the fireworks event to engage youth.

PUBLIC INPUT SESSION

Doug Sedlak asked the Commissioners to ban vaccine passports in Chatham County. He believes vaccine passports enable discrimination against the disabled and people of color. He is also upset the Commissioners have not responded to his emails on the issue. He stated the Commissioners were in violation of their code of ethics for not responding to his emails. He thanked the Commissioners for requiring masks in government buildings and the schools but expressed concern about the lack of mask wearing in the Beverage District.

Vice Chair Hales stated that vaccine passports are not a function of Chatham County government. It is up to individual businesses to develop and enforce their own policies relating to vaccines and COVID-19.

George Chesney spoke in support of the Vickers Village development. He believes the development is well planned, inclusive, and well-integrated. He hopes to buy one of the town houses in the development and likes that the community will have a nature reserve with walking trails and a commercial area that is convenient for residents. He believes the development will offer reasonably priced housing and an increased tax benefit for the county.

Rose Krasnow stated she lives in Fearington Village and wanted to speak on the proposed Vickers Village development. She read a letter into the record that she and Liz Rolison previously provided to the BOC about the Vickers Village text amendment. She is concerned about the unintended consequences of the Vickers Village development's proposed text amendments to the Compact Communities Ordinance. She believes the text amendments encourage developers to propose extensions to the map.

Gary Sears stated he is concerned about the latest tax increase in Chatham County. He stated he is the fourth generation of his family to live on his farm. He would like to allocate a different tax rate to new land owners than old land owners. He wants to be able to pay the property taxes and keep his land. Vice Chair Hales the land transfer tax was voted down in Chatham and it has sunset at the state level. She recommended Mr. Sears speak with the Tax Office to find ways to reduce his tax bill.

Susie Crate submitted the following comments:

My name is Susie Crate and I have lived in and owned the property at 235 Bynum Church Rd, Bynum, NC since 1997. I am also a professor of Environmental Science and Policy. I understand in a deep way the challenges to Chatham County natural resources that this time brings and also the actions that need to be taken to protect and conserve those resources.

I am writing today to urge you to allocate American Rescue Plan (ARP), Article 46 sales tax revenue and Parks Bond funds to address all of our (re: all Chatham County residents') urgent need to protect Chatham County greenspace, develop Chatham County trails and to overall make outdoor recreation a high priority. This is ever more important considering the substantial increase of residents due to Chatham Park and other developments that have been established recently and are in the works. I encourage you to use funds to protect Chatham's natural resources far into the future. This investment now will pay off many-fold down the line.

To begin, I urge you to invest in stormwater management and drinking water protection infrastructure. One of the most cost-effective ways to manage stormwater is by enlarging and protecting greenspace, most importantly riparian buffers. This includes acquiring land and easements for greenspaces and trails along the Haw River corridor.

Second, I ask you to invest in infrastructure that will bolster our recreational resources, for both Chatham residents and for visitors. This includes funds for developing trails and other infrastructure (canoe put-ins, visitor amenities, etc) along the Haw River corridor for both hiking and paddling. Not only do we need this infrastructure strengthened and developed out to conserve our natural areas and protect them from erosion and overuse, it will also benefit county coffers and build back the local economy. People will want to come and see the beautiful trails and waterways of Chatham!

Third, it is central to both of the above asks that the county hires a full time Trails Coordinator. Such a position, once filled by a highly qualified professional, will ensure that all of our efforts, from the county government to civil servants to citizens advocates, will be realized. Such a specialist will be able to coordinate efforts in a timely and purposeful manner. Alamance County has such a Trails Coordinator, and their work to date has improved the trails and brought an increase in usage by residents and visitors. Such a coordinator position is critical now with this onetime ARP funding because they will be responsible to see that the timely work of trails, greenspace and outdoor recreation, will be addressed.

As a resident of the Bynum mill village, I am also increasingly concerned about the safety of my neighborhood. I and my neighbors have noticed the increased traffic along our streets due to visitation to the Bynum Mill site. At present, the main parking lot is only accessed by a narrow, pot-holed windy road that passes the church and eight residences. My concerns grew recently when we realized that out of town people were using a dumpster we had rented for renovations on our home. If visitors are going to do this, what next? Bynum prides itself as a tight-knit community where neighbors watch out for neighbors. However, if the increased traffic coming through our neighborhood is increasing the risk of questionable practices, how are we to maintain our community safety? Many of us strongly believe that one of the best ways to ensure less of these kinds of incidences is to relocate the Bynum Mill entrance away from the residential neighborhood by building a new roadway between the smaller parking lot on Bynum Road at the mill entrance near the pedestrian bridge that connects to the larger parking lot by the canoe put-in and trailhead. Once that road is established, the entrance to the parking lot on Bynum Church Road can be closed and our community will be safer.

In closing, let me say that I appreciate your time considering my appeals and I look forward to your response.

BOARD PRIORITIES

[21-3970](#)

Vote on a request to approve a legislative request by the Vickers Bennett Group LLC for text and map amendments to the Chatham County Compact Community Ordinance specifically Section 6.1, p 3 for an expansion of the CCO map and text amendments to support the expansion of area request.

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

Planning Director Jason Sullivan reviewed the specifics of the request.

A motion was made by Commissioner Crawford, seconded by Vice Chair Hales, that this Ordinance, attached hereto and by reference made a part hereof, be

adopted. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard

[21-4049](#)

Vote on a request by Zach Daugherty on behalf of Garden Street Communities Southeast, LLC for conservation subdivision **First Plat** review and approval of **Savannah Ridge**, consisting of 158 lots on 150.58 acres, located off Moncure School Road, SR-1931, parcels #11229.

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

The application was withdrawn and this item was removed from the agenda.

PUBLIC HEARINGS

[21-4047](#)

A legislative public hearing for a request by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations; specifically, Sections 1.13, Variances; 2.3, Meaning of Specific Words and Terms; 6.4, Final Plat, subsection B, Features; 5.2B Concept Plan; and 7.7 Conservation Subdivision - Alternative Standards for Development; and to the Chatham County Conservation Subdivision Guidelines for Conservation Space Selection to include an appeals process of staff decisions, remove the option allowing off-site septic systems for subdivision lots, require environmental impact assessments be reviewed by the Environmental Review Advisory Committee, and revise conservation subdivision development standards and guidelines.

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

Planning Director Jason Sullivan reviewed the specifics of the request.

This Agenda Item was referred to the Planning Board.

[21-4048](#)

A Legislative public hearing for a request by the Chatham County Planning and Watershed Protection Departments to consider amendments to the Chatham County Watershed Protection Ordinance; specifically, Article 100 Section 103 (D) Exceptions to Applicability; Section 106 (A) Remedies; Section 109 General Definitions; Article 500 Section 501 Watershed Administrator and Duties; and updating department and division titles throughout the document.

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

Planner Hunter Glenn reviewed the specifics of the request.

This Agenda Item was referred to the Watershed Review Board.

CLERK'S REPORT

Clerk to the Board Lindsay Ray stated she would RSVP for the Seaforth ribbon cutting on behalf of the Commissioners. She has registered all of the Commissioners except Chair Dasher for the TriangleJ Summit. The Board of Commissioners will have a meeting on November 1st.

MANAGER'S REPORT

County Manager Dan LaMontagne gave an update on the Unified Development Ordinance. The project is currently in Stage 1, which includes scheduling listening sessions with county departments, boards, and advisory committees.

Chair Dasher asked if the intent of the meetings with advisory committees is to get input. Planning Director Jason Sullivan stated the meetings are an initially kickoff and then gathering feedback.

Mr. LaMontagne gave an update on the collection centers. The county has hired two additional Solid Waste drivers who are in training. He hopes the centers will all be back open soon.

Mr. LaMontagne stated applications for the Wastewater Study Commission are coming in. He hopes to present those applications to the Board in November.

COMMISSIONERS' REPORTS

Commissioner Crawford acknowledged the passing of Colin Powell. He encouraged everyone to be patient as we continue to deal with COVID-19.

Vice Chair Hales attended the Jordan Lake One Water meeting. Jordan Lake One Water is looking at several avenues for cleaning up Jordan Lake. Vice Chair Hales recommended Commissioners do a site visit for planning applications. She stated it helps provide context for planning applications. She also stated she was delighted to attend the Los Jets presentation at Chatham Middle School.

ADJOURNMENT

A motion was made by Commissioner Crawford, seconded by Commissioner Gomez Flores, that this meeting be adjourned. The motion carried by the following vote:

Aye: 4 - Chair Dasher, Vice Chair Hales, Commissioner Gomez Flores and Commissioner Crawford

Absent: 1 - Commissioner Howard



Chatham County, NC

Text File

File Number: 21-4099

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Health Department

File Type: Agenda Item

Vote on a request to accept approximately \$172,242 funds for COVID-19 vaccination support.

Vote on a request to accept approximately \$172,242 funds for COVID-19 vaccination support.

Introduction & Background: Local Health Departments have been allocated additional funding through the NC Department of Health and Human Services to support COVID-19 vaccination efforts.

Discussion & Analysis: These funds will provide support for staffing and supplies related to COVID-19 vaccinations.

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

Budgetary Impact: No Local Funding Requested.

Recommendation: Vote on a request to accept approximately \$172,242 funds for COVID-19 vaccination support.



Chatham County, NC

Text File

File Number: 21-4100

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Health Department

File Type: Agenda Item

Vote on a request to accept approximately \$156,030 funds for Communicable Disease Support.

Vote on a request to accept approximately \$156,030 funds for Communicable Disease Support.

Introduction & Background: The North Carolina state budget includes funding support for communicable disease programs at local health departments. The Chatham County Public Health Department expects to receive \$156,030 each year for the next two fiscal years.

Discussion & Analysis: Any unspent funds will rollover to the following year and will be added to the 2021-22 allocation.

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

Budgetary Impact: No Local Funding Requested.

Recommendation: Vote on a request to accept approximately \$156,030 funds for Communicable Disease Support.



Chatham County, NC

Text File

File Number: 21-4104

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and Consent Agenda

In Control: Emergency Operations

File Type: Agenda Item

Agenda Number:

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

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

- A. Boulder Creek Trail
- B. Wilsons Deer Run Drive

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

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

How does this relate to the Comprehensive Plan:

Budgetary Impact: The cost of road signage for these roads will be \$78.00 per sign. The maximum cost will be \$156.00. The cost of the signs is budgeted in the FY20-21 budget.

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

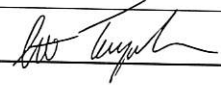
CHATHAM COUNTY ROAD NAMING REQUEST FORM

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



ALL INFORMATION BELOW MUST BE COMPLETED

<p>1. APPLICANT INFORMATION Name: Scott Teagarden Address: 227 Stagecoach Road City, State & Zip Code: Chapel Hill, NC 27514 Phone Number: 919-812-2847</p>	<p>2. TYPE OF REQUEST (check one box only) <input checked="" type="checkbox"/> Private road or driveway <input type="checkbox"/> Renaming of road <input type="checkbox"/> Other</p>
<p>3. PROPERTY INFORMATION State Road Number (if applicable): 1541 Township where Road Originates: :Baldwin 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: 2,540 feet Type of road (check one answer only) Private <input checked="" type="checkbox"/> Public <input type="checkbox"/></p>	<p>4. ROAD NAME INFORMATION** What is the existing road name (if applicable)? N/A What are the proposed or new road name(s)? • Boulder Creek Trl • • If existing name is to be changed, what is the reason for this change?</p>
<p>5. DIRECTIONS TO ROAD (only needed if it is a private road): Crawford Dairy Rd turn right onto White Cross Rd will be on the right.</p>	
<p>6. ATTACHMENTS REQUIRED Names, addresses and phone numbers of ALL adjacent property owners (see page 2).**</p> <ul style="list-style-type: none"> • Signatures of at least 60% of adjacent property owners (see page 2). • Attached map with marked location of the road on the map. 	

****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: 11/21/21

Date Submitted to County EOC: 11-22-21

<p>PROVIDE A COMPLETE LIST OF ALL ADJACENT PROPERTY OWNERS, INCLUDING NAME, ADDRESS & PHONE NUMBERS.</p>	<p>SIGNATURES: We, the undersigned owners, are in favor of the proposed road name inserted here: Boulder Creek Trl (NOTE: Only sign below if you approve of the road name above.)</p>
<p>Name: Scott Teagarden Address: 227 Stagecoach Rd, Chapel Hill, NC 27514 Phone #: 919-812-2847</p>	<p>Signature: </p>
<p>Name: Alejandro Lizardo Address: 227 Stagecoach Rd, Chapel Hill, NC 27514 Phone #: 919-812-2847</p>	<p>Signature: </p>
<p>Name: Address: Phone #:</p>	<p>Signature:</p>
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<p>Name: Address: Phone #:</p>	<p>Signature:</p>



BOULDER CREEK TRAIL

White Cross

Old Stone House

Birnamwood

Webster
100

1503

1445

1355

1314

312

105

1186

643

1106

550

1061

532

512

476

1002

500

436

834

940

525

405

750

707

882

280



BOULDER CREEK TRAIL

Stags

Deer

Carefree

Windsor

Collins Mountain

White Cross

Birnamwood

Webster

Uwharrie

Blueberry

Wild Horse

Walnut Branch

Old Lambsville

Deer Mountain

Burnett

Finchs

Horseshoe

Wren

Cedar Grove

O Daniel

Lashley

Sylvan Cove

Ridge Top

Crawford Dairy

Jones Ferry

Wild Rose

Meadow Branch

Arcadia

Mt Olive Church

Mcgowan

Balowins Ford

Granbler

Indian Orchard

Chicken Bridge River

Oak Bluffs

Lamont Norwood

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

1. APPLICANT INFORMATION Name: <u>Arthur Wilson</u> Address: <u>16464 NC 902 Hwy</u> City, State & Zip Code: <u>Bear Creek, NC 27207</u> Phone Number: _____	2. TYPE OF REQUEST (check one box only) <input checked="" type="checkbox"/> Private road or driveway <input type="checkbox"/> Renaming of road <input type="checkbox"/> Other
3. PROPERTY INFORMATION State Road Number (if applicable): _____ Township where Road Originates: :Select one here _____ Will the road be part of a development? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If a development, is it: A major development <input type="checkbox"/> A minor development <input type="checkbox"/> Is it possible that this will be come a state road? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Length of road: <u>530 ft.</u> Type of road (check one answer only) Private <input checked="" type="checkbox"/> Public <input type="checkbox"/>	4. ROAD NAME INFORMATION** What is the existing road name (if applicable)? _____ (List 3) What are the proposed or new road name(s)? <ul style="list-style-type: none"> • <u>Wilson's Deer Run Drive</u> • <u>Wilson's Turkey Run Drive</u> • <u>Wilson's Top of the Hill Drive</u> If existing name is to be changed, what is the reason for this change? _____
5. DIRECTIONS TO ROAD (only needed if it is a private road): <u>NC 902 Hwy West of Pittsboro will be O/R just past Bonlee School Rd</u>	
6. ATTACHMENTS REQUIRED Names, addresses and phone numbers of ALL adjacent property owners (see page 2).** <ul style="list-style-type: none"> • Signatures of at least 60% of adjacent property owners (see page 2). • Attached map with marked location of the road on the map. 	

****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: <u>Arthur D. Wilson</u> <u>Betty H. Wilson</u>	Date of Signature: <u>10/19/2024</u>
Date Submitted to County EOC: _____	

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

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

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

Name: *David Phillips*
 Address: *6495 Goldston-Glendon Rd. Goldston, NC 27253*
 Phone #: *919 708 2355*

Signature: *[Handwritten Signature]*

Name: *THOMAS L. BURNS*
 Address: *16140 N.C. Hwy 902, BEAR CREEK*
 Phone #: *919-837-5524*

Signature: *[Handwritten Signature]*

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16074

16072

WILSONS DEER RUN DRIVE

NC 902

16123

28

60

56

Doug's

78

16001

15975

980

Bonlee School

Bonlee Cariborton



Hillard

Lewis Moody

Old US 421

Bonlee School

Wilson's Deer Run Dr

Douglas

Callicutt

Doc Gaines

NC 902

Bonlee Carbonton

Bear Creek Church



Chatham County, NC

Text File

File Number: 21-4107

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and Consent Agenda

In Control: Fire Marshal

File Type: Agenda Item

Vote on a request to approve Pyrotechnic display at The Bradford wedding venue located at 75 The Bradford Ln. New Hill NC 27562 during a wedding celebration on December 31, 2021

Action Requested:

Vote on a request to approve Pyrotechnic display at The Bradford wedding venue located at 75 The Bradford Ln. New Hill NC 27562 during a wedding celebration on December 31, 2021

Introduction & Background:

North Carolina General Statute 14-410 and 14-413 (Attachment #A) requires that Pyrotechnic displays be pre-approved by the County Board of Commissioners that the display is to be conducted in. Mr. Dustin Ledford, Contracted Pyrotechnics., has submitted a letter of request (Attachment #B) to conduct a Pyrotechnic display at The Bradford wedding venue located at 75 The Bradford Ln. New Hill NC 27562 during a wedding celebration on December 31, 2021. The actual display operator conducting the displays will be Mr. Dustin Ledford, Contracted Pyrotechnics, is a NC Licensed Pyrotechnics Display Operator for displays before a proximate audience.

Discussion & Analysis:

Due to the dangerous nature and tragedy at Ocracoke, NC involving Pyrotechnics, the State of North Carolina enacted strict requirements including the licensing of Pyrotechnic Display Operators. Mr. Dustin Ledford, Contracted Pyrotechnics., has provided the required documentation for review which includes a copy of Mr. Ledford's., NC Pyrotechnic Display Operators License (Attachment #C), Certificate of Insurance (Attachment #D), and an ATF License/Permit (Attachment #E). Mr. Dustin Ledford also submitted a drawing of the areas denoting the required distances from the spectators (Attachment #F and #G). The sizes and types of pyrotechnics to be used were reviewed. Mr. Jeff Hale has met the applicable requirements of the North Carolina Fire Prevention Code and the National Fire Protection Association (NFPA) Standard 1126 **Standard for the Use of Pyrotechnics Before a Proximate Audience**

This standard provides requirements for the safe use of pyrotechnic special effects before a proximate audience at both indoor and outdoor locations to protect property, operators, performers, support personnel, and viewing audiences. Application includes

use in conjunction with theatrical, musical, or similar performing arts productions in theaters, stadiums, concert halls, etc. Once notice is received that the County Board of Commissioners has approved the events, the pyrotechnics company representative will be contacted to advise them of the approval and request that they please stay abreast of the conditions at the display sites as the events draws near. If dry and/or windy conditions appear to pose an increased risk to life or property, a Chatham County Fire Marshal's Office representative will request that the operator contact the firm and/or persons that they have contracted with and advise them of the same. A Chatham County Fire Marshal's Office representative will also contact the company and/or person and advise them of the same. In the event that conditions continue to exist that pose and elevated and/or increased risk to lives and property due to fire and it is determined that the event may need to be cancelled, the Chatham County Fire Marshal's Office representative will contact the pyrotechnic company representative and the firm and/or person they have contracted with within a minimum of forty-eight (48) hours prior to the event and advise them of the same. In accordance with the North Carolina Fire Prevention Code an inspection of the display area will be conducted by a Certified NC Fire Prevention Inspector of the Chatham County Fire Marshal's Office prior to the actual display. A piece of fire apparatus and personnel from the Siler City Fire Department will be on-site before, during, and after the display. The Pyrotechnics display may be delayed and or cancelled if weather and/or atmospheric conditions deem the activity to be unsafe. The Chatham County Fire Marshal will conduct a post display inspection of the display areas.

Recommendation:

Vote on a request to approve Pyrotechnic display at The Bradford wedding venue located at 75 The Bradford Ln. New Hill NC 27562 during a wedding celebration on December 31, 2021

Article 54.

Sale, etc., of Pyrotechnics.

§ 14-410. Manufacture, sale and use of pyrotechnics prohibited; exceptions; permit required; sale to persons under the age of 16 prohibited.

(a) Except as otherwise provided in this section, it shall be unlawful for any individual, firm, partnership or corporation to manufacture, purchase, sell, deal in, transport, possess, receive, advertise, use, handle, exhibit, or discharge any pyrotechnics of any description whatsoever within the State of North Carolina.

(a1) It shall be permissible for pyrotechnics to be exhibited, used, handled, manufactured, or discharged within the State, provided all of the following apply:

- (1) The exhibition, use, or discharge is at a concert or public exhibition.
- (2) All individuals who exhibit, use, handle, or discharge pyrotechnics in connection with a concert or public exhibition have completed the training and licensing required under Article 82A of Chapter 58 of the General Statutes. The display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the General Statutes, must be present at the concert or public exhibition and must personally direct all aspects of exhibiting, using, handling, or discharging the pyrotechnics.
- (3) The display operator has secured written authority under G.S. 14-413 from the board of county commissioners of the county, or the city if authorized under G.S. 14-413(a1), in which the pyrotechnics are to be exhibited, used or discharged. Written authority from the board of commissioners or city is not required under this subdivision for a concert or public exhibition provided the display operator has secured written authority from The University of North Carolina or the University of North Carolina at Chapel Hill under G.S. 14-413, and pyrotechnics are exhibited on lands or buildings in Orange County owned by The University of North Carolina or the University of North Carolina at Chapel Hill.

(a2) Notwithstanding any provision of this section, it shall not be unlawful for a common carrier to receive, transport, and deliver pyrotechnics in the regular course of its business.

(a3) The requirements of this section apply to G.S. 14-413(b) and G.S. 14-413(c).

(b) Notwithstanding the provisions of G.S. 14-414, it shall be unlawful for any individual, firm, partnership, or corporation to sell pyrotechnics as defined in G.S. 14-414(2), (3), (4)c., (5), or (6) to persons under the age of 16.

(c) The following definitions apply in this Article:

- (1) Concert or public exhibition. – A fair, carnival, show of any description, or public celebration.
- (2) Display operator. – An individual issued a display operator permit under G.S. 58-82A-3.
- (3) State Fire Marshal. – Defined in G.S. 58-80-1. (1947, c. 210, s. 1; 1993 (Reg. Sess., 1994), c. 660, s. 3; 1995, c. 475, s. 1; 2003-298, s. 2; 2007-38, s. 1; 2009-507, s. 1; 2010-22, s. 8.)

§ 14-413. Permits for use at public exhibitions.

(a) For the purpose of enforcing the provisions of this Article, the board of county commissioners of any county, or the governing board of a city authorized pursuant to subsection (a1) of this section, may issue permits for use in connection with the conduct of concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and public celebrations, but only after satisfactory evidence is produced to the effect that said pyrotechnics will be used for the aforementioned purposes and none other. Provided that no such permit shall be required for a public exhibition authorized by The University of North Carolina or the University of North Carolina at Chapel Hill and conducted on lands or buildings in Orange County owned by The University of North Carolina or the University of North Carolina at Chapel Hill.

(a1) For the purpose of enforcing the provisions of this Article, a board of county commissioners may authorize the governing body of any city in the county to issue permits pursuant to the provisions of this Article for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the city for use in connection with the conduct of concerts or public exhibitions. The board of county commissioners shall adopt a resolution granting the authority to the city, and it shall remain in effect until withdrawn by the board of county commissioners adopting a subsequent resolution withdrawing the authority. If a city lies in more than one county, the board of county commissioners of each county in which the city lies must adopt an authorizing resolution. If any county in which the city lies withdraws the authority of the city to issue permits for the use of pyrotechnics, the authority of the city to issue permits for the use of pyrotechnics will end, and all counties within which the city lies must resume their authority to issue the permits.

(b) For any indoor use of pyrotechnics at a concert or public exhibition, the board of commissioners or the governing body of an authorized city may not issue any permit unless the local fire marshal or the State Fire Marshal (or in the case of The University of North Carolina or the University of North Carolina at Chapel Hill it may not authorize such concert or public exhibition unless the State Fire Marshal) has certified that:

- (1) Adequate fire suppression will be used at the site.
- (2) The structure is safe for the use of such pyrotechnics with the type of fire suppression to be used.
- (3) Adequate egress from the building is available based on the size of the expected crowd.

(c) The requirements of subsection (b) of this section also apply to any city authorized to grant pyrotechnic permits by local act and to the officer delegated the power to grant such permits by local act.

(d) **(Effective February 1, 2010)** A board of county commissioners or the governing board of a city shall not issue a permit under this section unless the display operator provides proof of insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required under the North Carolina State Building Code pursuant to G.S. 143-138(e), whichever is greater. A board of county commissioners or the governing board of a city may require proof of insurance that exceeds these minimum requirements. (1947, c. 210, s. 4; 1993 (Reg. Sess., 1994), c. 660, s. 3.1; 1995, c. 509, s. 11; 2003-298, s. 1; 2007-38, s. 2; 2009-507, s. 2.)



Chatham County, NC

Text File

File Number: 21-4108

Agenda Date: 12/20/2021

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: County Manager's Office

File Type: Agenda Item

Vote on a request to approve the Recommended FY23-29 Capital Improvements Plan (CIP)

Action Requested: Vote on a request to approve the Recommended FY23-29 Capital Improvements Plan (CIP)

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Budgetary Impact: The approved CIP will determine funding for several items that will be a part of the FY 2023 annual operating budget, including the transfer to capital reserve (pay-go) and the debt transfer.

Recommendation: Approve the Recommended FY23-29 Capital Improvements Plan (CIP)



Chatham County, NC

Text File

File Number: 21-4110

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and Consent Agenda

In Control: Finance

File Type: Ordinance

Vote on a request to adopt the proposed Business Campus Project Ordinance, EOC Expansion Project Ordinance, EMS Base Project Ordinance, Solar Panels Project Ordinance, School Locker Room Renovations Project Ordinance, Schools Central Services Project Ordinance, Haywood Water Main Project Ordinance, Western Intake Project Ordinance

Action Requested: Motion to adopt the proposed Business Campus Project Ordinance, EOC Expansion Project Ordinance, EMS Base Project Ordinance, Solar Panels Project Ordinance, School Locker Room Renovations Project Ordinance, Schools Central Services Project Ordinance, Haywood Water Main Project Ordinance, Western Intake Project Ordinance

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

Discussion & Analysis: Attached is a proposed new project ordinance for the Solar Panels Project and amended project ordinances for the Business Campus Project, EOC Expansion Project, EMS Base Project, School Locker Room Renovations Project, Schools Central Services Project, Haywood Water Main Project, and the Western Intake Project. All project ordinances reflect the total estimates presented in the FY2023-2029 Approved Capital Improvements Program.

Budgetary Impact: The budget for the Business Campus Project totals \$9,593,110 and will be funded from a mix of debt issuance, grants, general fund, water capital reserve, and general capital reserve. The EOC Expansion Project totals \$24,233,330 and will be funded from a mix of 911 grant funds and debt issuance. The EMS Base Project totals \$1,679,360 and will be funded from general capital reserve. The Solar Panels Project totals \$375,000 and will be funded from a mix of general fund and general capital reserve. The School Locker Room Renovations Project totals \$1,323,520 and will be funded from general capital reserve. The Schools Central Services Project totals \$16,463,880 and will be funded from debt issuance. The Haywood Water Main Project totals \$159,892 and will be funded from water capital reserve. The Western Intake Project totals \$6,201,099 and will be funded from water capital reserve.

Recommendation: Motion to adopt the proposed Business Campus Project Ordinance,

EOC Expansion Project Ordinance, EMS Base Project Ordinance, Solar Panels Project Ordinance, School Locker Room Renovations Project Ordinance, Schools Central Services Project Ordinance, Haywood Water Main Project Ordinance, Western Intake Project Ordinance

**Project Ordinance Concerning the
Central Carolina Business Campus**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance originally adopted on June 20, 2005 is hereby amended:

Section 1. The project authorized consists of the construction of roadways, and water and sewer lines to serve the Central Carolina Business Campus.

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

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

Construction	\$8,415,298
Design/Engineering/Administration	\$1,040,346
Land Acquisition	<u>\$137,466</u>
Project Total	\$9,593,110

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

Certificates of Participation	\$7,364,593
Grants/Gifts/Etc	399,882
Interest	28,056
Transfer from General Fund	257,695
Transfer from General Capital Reserve	1,205,070
Transfer from Water Capital Reserve	<u>337,814</u>
Total Revenue	\$9,593,110

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

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

ADOPTED, this 20th day of December 2021.

Mike Dasher, Chairman
Chatham County Board of Commissioners

Lindsay Ray, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
Emergency Operations Center Expansion**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance originally adopted on 12/17/2018 is hereby amended:

Section 1. The project authorized consists of the expansion of the Emergency Operations Center.

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

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

Construction	\$20,214,043
Contracted Services	64,134
Design, Engineering, Adm	1,376,715
Financing Costs	75,000
Furnishings & Equipment	319,632
Land	2,183,806
 Total Expenditures:	 \$24,233,330

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

Limited Obligation Bonds	\$23,541,630
911 Funds	691,700
 Total Revenue	 \$24,233,330

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

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

ADOPTED, this 20th day of December, 2021.

Mike Dasher, Chairman
Chatham County Board of Commissioners

Lindsay K. Ray, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
Installation of Solar Panels at CCA&CC**

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

Section 1. The project authorized consists of the installation of a solar panel system on the roof of the CCA&CC.

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

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

Design & Administration	\$350,000
Contingency	<u>25,000</u>
Total Expenditures:	\$375,000

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

Transfer from Capital Reserve Fund	\$275,000
Transfer from General Fund	100,000
Total Revenues:	\$375,000

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

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

ADOPTED, this 20th day of December, 2021.

Mike Dasher, Chairman
Chatham County Board of Commissioners

Lindsay K. Ray, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
New Emergency Medical Services Base**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance originally adopted on December 18, 2017 is hereby amended:

Section 1. The project authorized consists of the construction of a new 3-bay EMS base on 15-501 near Farrington Village and Briar Chapel.

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

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

Design & Administration	\$206,000
Construction	1,053,360
Furnishings & Equipment	320,000
Contingency	<u>100,000</u>
Total Expenditures:	\$1,679,360

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

Transfer from Capital Reserve Fund	\$1,679,360
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Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project annually.

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

ADOPTED, this 20th day of December, 2021.

Mike Dasher, Chairman
Chatham County Board of Commissioners

Lindsay K. Ray, Clerk to the Board
Chatham County

**Project Ordinance for
Schools Locker Room Renovations**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance originally adopted on December 18, 2017 is hereby amended:

Section 1. The project authorized consists of the renovating the lockers rooms at Jordan Matthews, Chatham Central, Moncure, JS Waters, and Northwood schools.

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

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

Construction	\$1,193,991
Design & Engineering	<u>78,879</u>
Contingency	<u>50,650</u>
Total Expenditures	\$1,323,520

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

Transfer from Capital Reserve Fund	\$1,323,520
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Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 20th day of December 2021.

Mike Dasher, Chair
Chatham County Board of Commissioners

Lindsay K. Ray, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
Schools Central Services Building**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance originally adopted on 12/17/2018 is hereby amended:

Section 1. The project authorized consists of the construction of a new two-story building for Central Services

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

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

Design, Engineering, & Admin	\$802,860
Contracted Services	178,470
Furnishings & Equipment	704,713
Financing Costs	166,667
Construction	13,915,400
Contingency	<u>695,770</u>
Total	<u>\$16,463,880</u>

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

Limited Obligation Bonds	<u>\$16,463,880</u>
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Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 20th day of December 2021.

Mike Dasher, Chairman
Chatham County Board of Commissioners

Lindsay K. Ray, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
Haywood Water Main Replacement**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance originally adopted on October 20, 2014 is hereby amended:

Section 1. The project authorized consists of replacing the existing four-inch water main under the railroad tracks on Haywood Road with a six-inch water main.

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

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

Construction	\$112,100
Design/Engineering/Adm	<u>47,792</u>
Total Expenditures:	\$159,892

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

Water Capital Reserve	\$ <u>159,892</u>
Total Revenue:	\$159,892

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

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

ADOPTED, this 20th day of December, 2021.

Diana Hales, Chairman
Chatham County Board of Commissioners

Lindsay K. Ray, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
Western Intake and Plant**

BE IT ORDAINED by the Governing Board of the County of Chatham, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance adopted on February 15, 2021 is hereby amended:

Section 1. The project authorized consists of the planning and eventual construction of a water intake and treatment plant on the west side of Jordan Lake.

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

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

Design/Engineering/Adm	<u>\$6,201,099</u>
Total Expenditures:	\$6,201,099

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

Water Capital Reserve	<u>\$6,201,099</u>
Total Revenue:	\$6,201,099

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

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

ADOPTED, this 20th day of December, 2021.

Mike Dasher, Chairman
Chatham County Board of Commissioners

Attest:

Lindsay K. Ray, Clerk to the Board
Chatham County



Chatham County, NC

Text File

File Number: 21-4111

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Finance

File Type: Agenda Item

Vote on a request to approve Fiscal Year 2021-2022 Budget Amendments

Action Requested: Vote on a request to approve budget amendments as proposed by staff

Introduction & Background: During the fiscal year, the budget must be amended as changing conditions warrant. The fiscal year 2021-2022 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 2022.

The Sheriff department's budget is being increased by \$1,006 to cover additional youth services donations.

The Non-Profits department's budget is being increased by \$153,699 to cover Rural Operating Assistance Program funds passed through to Chatham Transit.

The Fleet department's budget is being increase by \$10,000 with a transfer from contingency to cover the purchase of a vehicle lift for the bus garage.

The Facilities department's budget is being increased by a total \$295,208 for capital maintenance and replacement project with a transfer from capital reserve. The Non Profit department's budget is being increased by a total of \$6,000 for EI Futuro MOE with a transfer from Mental Health department's budget.

Budgetary Impact: The proposed amendments increase the General Fund by \$154,705. Transfer from Contingency total \$10,000. Transfers between departments total \$301,208.

Recommendation: Motion to approve budget amendments as proposed by staff.

FY 2022 Budget Amendments

General Fund

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Account</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
General	Non-Profit Pass Through	Work First Transit Revenue	1105811-652029	16,895		FY22 Rural Operating Assistance Program Funds
General	Non-Profit Pass Through	Elderly/Handicapped Trans Revenue	1105811-652039	136,804		
General	Non-Profit Pass Through	Pass Through-ROAP EDTAP	1105811-970100		153,699	
General	Sheriff	Youth Services Donations	1102010-691212	1,006		Youth Services Donations
General	Sheriff	Youth Services	1102010-972062		1,006	

Total General Fund Budget Increase (Decrease):

154,705	154,705
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FY22 General Appropriated Fund Balance:

5,181,148

Additional Appropriation with Amendments:

FY22 Total General Appropriated Fund Balance:

5,181,148

FY2022 Contingency Transfers

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
General	Fleet	Contingency	1101710-974200	(10,000)	
General	Fleet	Capital Outlay - Equipment	1101911-980010	10,000	Vehicle Lift for the Bus Garage

Total Transfers from Contingency:

10,000

FY2022 Departmental Transfers

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Account</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
General	General Services	Transfer Out - Capital Reserve	1101710-975328		(295,208)	Capital Maintenance and Replacement Project
General	Facilities	CMRP	1101910-943414		295,208	
General	Mental Health	Allocations - One Time Expense	1105410-970026		(6,000)	El Futuro MOE
General	Non Profit	Allocations - New Agencies	1105810-970047		6,000	
Total Transfers Between Departments:					301,208	



Chatham County, NC

Text File

File Number: 21-4112

Agenda Date:

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Social Services

File Type: Agenda Item

Vote on a request to approve \$82,734 from the State of NC for a new Low Income Household Water Assistance Program (LIHWAP).

Action Requested: Vote on a request to accept \$82,734 from the State of NC.

Introduction & Background: Chatham DSS has been awarded \$82,734 to assist in paying for household municipal water for qualifying households.

Discussion & Analysis: This additional funding provided to Chatham DSS will be allocated as \$68,759 to be paid directly to municipal water providers on behalf of qualified county residents and \$13,975 in revenue to offset the expenses of administering the new program.

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

Budgetary Impact: No Local Funding Requested.

Recommendation: Vote on a request to accept \$82,734 of State funds to assist low-income households with paying for municipal water.



DIVISION OF SOCIAL SERVICES

Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: Consolidated Appropriations Act (CAA)

EFFECTIVE DATE: 07/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM JUNE 2021 THRU MAY 2022 SERVICE MONTHS

FROM JULY 2021 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	52,114.00	52,114.00	0.00	0.00	52,114.00	52,114.00
02	ALEXANDER	10,070.00	10,070.00	0.00	0.00	10,070.00	10,070.00
03	ALLEGHANY	4,206.00	4,206.00	0.00	0.00	4,206.00	4,206.00
04	ANSON	13,078.00	13,078.00	0.00	0.00	13,078.00	13,078.00
05	ASHE	9,896.00	9,896.00	0.00	0.00	9,896.00	9,896.00
06	AVERY	5,225.00	5,225.00	0.00	0.00	5,225.00	5,225.00
07	BEAUFORT	21,131.00	21,131.00	0.00	0.00	21,131.00	21,131.00
08	BERTIE	11,316.00	11,316.00	0.00	0.00	11,316.00	11,316.00
09	BLADEN	20,120.00	20,120.00	0.00	0.00	20,120.00	20,120.00
10	BRUNSWICK	33,630.00	33,630.00	0.00	0.00	33,630.00	33,630.00
11	BUNCOMBE	69,991.00	69,991.00	0.00	0.00	69,991.00	69,991.00
12	BURKE	28,420.00	28,420.00	0.00	0.00	28,420.00	28,420.00
13	CABARRUS	45,255.00	45,255.00	0.00	0.00	45,255.00	45,255.00
14	CALDWELL	29,568.00	29,568.00	0.00	0.00	29,568.00	29,568.00
15	CAMDEN	1,969.00	1,969.00	0.00	0.00	1,969.00	1,969.00
16	CARTERET	16,558.00	16,558.00	0.00	0.00	16,558.00	16,558.00
17	CASWELL	9,501.00	9,501.00	0.00	0.00	9,501.00	9,501.00
18	CATAWBA	47,657.00	47,657.00	0.00	0.00	47,657.00	47,657.00
19	CHATHAM	13,975.00	13,975.00	0.00	0.00	13,975.00	13,975.00
20	CHEROKEE	11,384.00	11,384.00	0.00	0.00	11,384.00	11,384.00
21	CHOWAN	6,229.00	6,229.00	0.00	0.00	6,229.00	6,229.00
22	CLAY	3,791.00	3,791.00	0.00	0.00	3,791.00	3,791.00
23	CLEVELAND	45,505.00	45,505.00	0.00	0.00	45,505.00	45,505.00
24	COLUMBUS	29,625.00	29,625.00	0.00	0.00	29,625.00	29,625.00
25	CRAVEN	32,806.00	32,806.00	0.00	0.00	32,806.00	32,806.00
26	CUMBERLAND	142,428.00	142,428.00	0.00	0.00	142,428.00	142,428.00
27	CURRITUCK	5,065.00	5,065.00	0.00	0.00	5,065.00	5,065.00
28	DARE	6,498.00	6,498.00	0.00	0.00	6,498.00	6,498.00
29	DAVIDSON	57,198.00	57,198.00	0.00	0.00	57,198.00	57,198.00
30	DAVIE	10,296.00	10,296.00	0.00	0.00	10,296.00	10,296.00
31	DUPLIN	23,628.00	23,628.00	0.00	0.00	23,628.00	23,628.00
32	DURHAM	93,623.00	93,623.00	0.00	0.00	93,623.00	93,623.00
33	EDGECOMBE	32,214.00	32,214.00	0.00	0.00	32,214.00	32,214.00
34	FORSYTH	130,092.00	130,092.00	0.00	0.00	130,092.00	130,092.00
35	FRANKLIN	19,966.00	19,966.00	0.00	0.00	19,966.00	19,966.00
36	GASTON	77,182.00	77,182.00	0.00	0.00	77,182.00	77,182.00
37	GATES	4,010.00	4,010.00	0.00	0.00	4,010.00	4,010.00
38	GRAHAM	3,359.00	3,359.00	0.00	0.00	3,359.00	3,359.00
39	GRANVILLE	16,902.00	16,902.00	0.00	0.00	16,902.00	16,902.00
40	GREENE	9,721.00	9,721.00	0.00	0.00	9,721.00	9,721.00
41	GUILFORD	193,043.00	193,043.00	0.00	0.00	193,043.00	193,043.00
42	HALIFAX	31,165.00	31,165.00	0.00	0.00	31,165.00	31,165.00
43	HARNETT	42,525.00	42,525.00	0.00	0.00	42,525.00	42,525.00
44	HAYWOOD	19,336.00	19,336.00	0.00	0.00	19,336.00	19,336.00
45	HENDERSON	24,654.00	24,654.00	0.00	0.00	24,654.00	24,654.00
46	HERTFORD	13,188.00	13,188.00	0.00	0.00	13,188.00	13,188.00
47	HOKE	22,105.00	22,105.00	0.00	0.00	22,105.00	22,105.00

Low-Income Household Water Assistance Program (LIHWAP) Administration cont.

AUTHORIZATION NUMBER: 1

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	2,227.00	2,227.00	0.00	0.00	2,227.00	2,227.00
49	IREDELL	33,240.00	33,240.00	0.00	0.00	33,240.00	33,240.00
50	JACKSON	12,703.00	12,703.00	0.00	0.00	12,703.00	12,703.00
51	JOHNSTON	55,768.00	55,768.00	0.00	0.00	55,768.00	55,768.00
52	JONES	4,379.00	4,379.00	0.00	0.00	4,379.00	4,379.00
53	LEE	22,035.00	22,035.00	0.00	0.00	22,035.00	22,035.00
54	LENOIR	30,787.00	30,787.00	0.00	0.00	30,787.00	30,787.00
55	LINCOLN	20,930.00	20,930.00	0.00	0.00	20,930.00	20,930.00
56	MACON	11,809.00	11,809.00	0.00	0.00	11,809.00	11,809.00
57	MADISON	7,545.00	7,545.00	0.00	0.00	7,545.00	7,545.00
58	MARTIN	11,451.00	11,451.00	0.00	0.00	11,451.00	11,451.00
59	MCDOWELL	17,419.00	17,419.00	0.00	0.00	17,419.00	17,419.00
60	MECKLENBURG	282,814.00	282,814.00	0.00	0.00	282,814.00	282,814.00
61	MITCHELL	5,400.00	5,400.00	0.00	0.00	5,400.00	5,400.00
62	MONTGOMERY	9,765.00	9,765.00	0.00	0.00	9,765.00	9,765.00
63	MOORE	23,498.00	23,498.00	0.00	0.00	23,498.00	23,498.00
64	NASH	33,624.00	33,624.00	0.00	0.00	33,624.00	33,624.00
65	NEW HANOVER	70,664.00	70,664.00	0.00	0.00	70,664.00	70,664.00
66	NORTHAMPTON	11,219.00	11,219.00	0.00	0.00	11,219.00	11,219.00
67	ONSLow	54,349.00	54,349.00	0.00	0.00	54,349.00	54,349.00
68	ORANGE	32,419.00	32,419.00	0.00	0.00	32,419.00	32,419.00
69	PAMLICO	4,427.00	4,427.00	0.00	0.00	4,427.00	4,427.00
70	PASQUOTANK	16,862.00	16,862.00	0.00	0.00	16,862.00	16,862.00
71	PENDER	19,078.00	19,078.00	0.00	0.00	19,078.00	19,078.00
72	PERQUIMANS	5,084.00	5,084.00	0.00	0.00	5,084.00	5,084.00
73	PERSON	14,769.00	14,769.00	0.00	0.00	14,769.00	14,769.00
74	PITT	82,515.00	82,515.00	0.00	0.00	82,515.00	82,515.00
75	POLK	5,114.00	5,114.00	0.00	0.00	5,114.00	5,114.00
76	RANDOLPH	46,233.00	46,233.00	0.00	0.00	46,233.00	46,233.00
77	RICHMOND	26,151.00	26,151.00	0.00	0.00	26,151.00	26,151.00
78	ROBESON	81,289.00	81,289.00	0.00	0.00	81,289.00	81,289.00
79	ROCKINGHAM	36,796.00	36,796.00	0.00	0.00	36,796.00	36,796.00
80	ROWAN	49,863.00	49,863.00	0.00	0.00	49,863.00	49,863.00
81	RUTHERFORD	28,109.00	28,109.00	0.00	0.00	28,109.00	28,109.00
82	SAMPSON	30,195.00	30,195.00	0.00	0.00	30,195.00	30,195.00
83	SCOTLAND	21,938.00	21,938.00	0.00	0.00	21,938.00	21,938.00
84	STANLY	18,452.00	18,452.00	0.00	0.00	18,452.00	18,452.00
85	STOKES	12,841.00	12,841.00	0.00	0.00	12,841.00	12,841.00
86	SURRY	27,126.00	27,126.00	0.00	0.00	27,126.00	27,126.00
87	SWAIN	4,743.00	4,743.00	0.00	0.00	4,743.00	4,743.00
88	TRANSYLVANIA	9,600.00	9,600.00	0.00	0.00	9,600.00	9,600.00
89	TYRRELL	1,976.00	1,976.00	0.00	0.00	1,976.00	1,976.00
90	UNION	39,462.00	39,462.00	0.00	0.00	39,462.00	39,462.00
91	VANCE	28,293.00	28,293.00	0.00	0.00	28,293.00	28,293.00
92	WAKE	184,997.00	184,997.00	0.00	0.00	184,997.00	184,997.00
93	WARREN	9,762.00	9,762.00	0.00	0.00	9,762.00	9,762.00
94	WASHINGTON	6,628.00	6,628.00	0.00	0.00	6,628.00	6,628.00
95	WATAUGA	15,561.00	15,561.00	0.00	0.00	15,561.00	15,561.00
96	WAYNE	55,905.00	55,905.00	0.00	0.00	55,905.00	55,905.00
97	WILKES	28,365.00	28,365.00	0.00	0.00	28,365.00	28,365.00
98	WILSON	38,633.00	38,633.00	0.00	0.00	38,633.00	38,633.00
99	YADKIN	10,698.00	10,698.00	0.00	0.00	10,698.00	10,698.00
100	YANCEY	7,169.00	7,169.00	0.00	0.00	7,169.00	7,169.00
	Total	\$ 3,273,897.00	\$ 3,273,897.00	\$ -	\$ -	\$ 3,273,897.00	\$ 3,273,897.00

Low-Income Household Water Assistance Program (LIHWAP) Administration cont. AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Federal Low-Income Home Energy Assistance Program

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance Program

Award Name: Low-Income Home Energy Assistance Program

Award Number: 2101NCLWC5

Award Date: FFY 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: LIHWAP Admin

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

November 23, 2021



DIVISION OF SOCIAL SERVICES

Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: Consolidated Appropriations Act (CAA)

EFFECTIVE DATE: 12/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation			Grand Total Allocation	
		Federal	Total	Federal	Total		Federal	Total
01	ALAMANCE	286,479.00	286,479.00	0.00	0.00	0.00	286,479.00	286,479.00
02	ALEXANDER	50,101.00	50,101.00	0.00	0.00	0.00	50,101.00	50,101.00
03	ALLEGHANY	21,017.00	21,017.00	0.00	0.00	0.00	21,017.00	21,017.00
04	ANSON	69,137.00	69,137.00	0.00	0.00	0.00	69,137.00	69,137.00
05	ASHE	47,971.00	47,971.00	0.00	0.00	0.00	47,971.00	47,971.00
06	AVERY	26,381.00	26,381.00	0.00	0.00	0.00	26,381.00	26,381.00
07	BEAUFORT	107,626.00	107,626.00	0.00	0.00	0.00	107,626.00	107,626.00
08	BERTIE	58,711.00	58,711.00	0.00	0.00	0.00	58,711.00	58,711.00
09	BLADEN	89,697.00	89,697.00	0.00	0.00	0.00	89,697.00	89,697.00
10	BRUNSWICK	177,276.00	177,276.00	0.00	0.00	0.00	177,276.00	177,276.00
11	BUNCOMBE	382,181.00	382,181.00	0.00	0.00	0.00	382,181.00	382,181.00
12	BURKE	170,261.00	170,261.00	0.00	0.00	0.00	170,261.00	170,261.00
13	CABARRUS	226,472.00	226,472.00	0.00	0.00	0.00	226,472.00	226,472.00
14	CALDWELL	135,683.00	135,683.00	0.00	0.00	0.00	135,683.00	135,683.00
15	CAMDEN	9,691.00	9,691.00	0.00	0.00	0.00	9,691.00	9,691.00
16	CARTERET	87,687.00	87,687.00	0.00	0.00	0.00	87,687.00	87,687.00
17	CASWELL	48,493.00	48,493.00	0.00	0.00	0.00	48,493.00	48,493.00
18	CATAWBA	251,127.00	251,127.00	0.00	0.00	0.00	251,127.00	251,127.00
19	CHATHAM	68,759.00	68,759.00	0.00	0.00	0.00	68,759.00	68,759.00
20	CHEROKEE	57,820.00	57,820.00	0.00	0.00	0.00	57,820.00	57,820.00
21	CHOWAN	33,986.00	33,986.00	0.00	0.00	0.00	33,986.00	33,986.00
22	CLAY	19,449.00	19,449.00	0.00	0.00	0.00	19,449.00	19,449.00
23	CLEVELAND	242,296.00	242,296.00	0.00	0.00	0.00	242,296.00	242,296.00
24	COLUMBUS	144,101.00	144,101.00	0.00	0.00	0.00	144,101.00	144,101.00
25	CRAVEN	161,145.00	161,145.00	0.00	0.00	0.00	161,145.00	161,145.00
26	CUMBERLAND	762,767.00	762,767.00	0.00	0.00	0.00	762,767.00	762,767.00
27	CURRITUCK	25,328.00	25,328.00	0.00	0.00	0.00	25,328.00	25,328.00
28	DARE	36,515.00	36,515.00	0.00	0.00	0.00	36,515.00	36,515.00
29	DAVIDSON	302,036.00	302,036.00	0.00	0.00	0.00	302,036.00	302,036.00
30	DAVIE	54,478.00	54,478.00	0.00	0.00	0.00	54,478.00	54,478.00
31	DUPLIN	111,679.00	111,679.00	0.00	0.00	0.00	111,679.00	111,679.00
32	DURHAM	489,912.00	489,912.00	0.00	0.00	0.00	489,912.00	489,912.00
33	EDGECOMBE	160,371.00	160,371.00	0.00	0.00	0.00	160,371.00	160,371.00
34	FORSYTH	659,455.00	659,455.00	0.00	0.00	0.00	659,455.00	659,455.00
35	FRANKLIN	100,428.00	100,428.00	0.00	0.00	0.00	100,428.00	100,428.00
36	GASTON	373,124.00	373,124.00	0.00	0.00	0.00	373,124.00	373,124.00
37	GATES	20,360.00	20,360.00	0.00	0.00	0.00	20,360.00	20,360.00
38	GRAHAM	16,661.00	16,661.00	0.00	0.00	0.00	16,661.00	16,661.00
39	GRANVILLE	95,366.00	95,366.00	0.00	0.00	0.00	95,366.00	95,366.00
40	GREENE	47,103.00	47,103.00	0.00	0.00	0.00	47,103.00	47,103.00
41	GUILFORD	1,018,111.00	1,018,111.00	0.00	0.00	0.00	1,018,111.00	1,018,111.00
42	HALIFAX	166,344.00	166,344.00	0.00	0.00	0.00	166,344.00	166,344.00
43	HARNETT	230,554.00	230,554.00	0.00	0.00	0.00	230,554.00	230,554.00
44	HAYWOOD	90,749.00	90,749.00	0.00	0.00	0.00	90,749.00	90,749.00
45	HENDERSON	134,564.00	134,564.00	0.00	0.00	0.00	134,564.00	134,564.00
46	HERTFORD	68,699.00	68,699.00	0.00	0.00	0.00	68,699.00	68,699.00
47	HOKE	111,194.00	111,194.00	0.00	0.00	0.00	111,194.00	111,194.00

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	11,510.00	11,510.00	0.00	0.00	11,510.00	11,510.00
49	IREDELL	163,621.00	163,621.00	0.00	0.00	163,621.00	163,621.00
50	JACKSON	72,197.00	72,197.00	0.00	0.00	72,197.00	72,197.00
51	JOHNSTON	303,052.00	303,052.00	0.00	0.00	303,052.00	303,052.00
52	JONES	23,449.00	23,449.00	0.00	0.00	23,449.00	23,449.00
53	LEE	105,704.00	105,704.00	0.00	0.00	105,704.00	105,704.00
54	LENOIR	162,836.00	162,836.00	0.00	0.00	162,836.00	162,836.00
55	LINCOLN	104,643.00	104,643.00	0.00	0.00	104,643.00	104,643.00
56	MACON	56,936.00	56,936.00	0.00	0.00	56,936.00	56,936.00
57	MADISON	36,424.00	36,424.00	0.00	0.00	36,424.00	36,424.00
58	MARTIN	59,117.00	59,117.00	0.00	0.00	59,117.00	59,117.00
59	MCDOWELL	85,847.00	85,847.00	0.00	0.00	85,847.00	85,847.00
60	MECKLENBURG	1,393,694.00	1,393,694.00	0.00	0.00	1,393,694.00	1,393,694.00
61	MITCHELL	27,381.00	27,381.00	0.00	0.00	27,381.00	27,381.00
62	MONTGOMERY	48,991.00	48,991.00	0.00	0.00	48,991.00	48,991.00
63	MOORE	127,851.00	127,851.00	0.00	0.00	127,851.00	127,851.00
64	NASH	189,439.00	189,439.00	0.00	0.00	189,439.00	189,439.00
65	NEW HANOVER	335,710.00	335,710.00	0.00	0.00	335,710.00	335,710.00
66	NORTHAMPTON	57,975.00	57,975.00	0.00	0.00	57,975.00	57,975.00
67	ONSLow	251,396.00	251,396.00	0.00	0.00	251,396.00	251,396.00
68	ORANGE	175,775.00	175,775.00	0.00	0.00	175,775.00	175,775.00
69	PAMLICO	22,353.00	22,353.00	0.00	0.00	22,353.00	22,353.00
70	PASQUOTANK	79,256.00	79,256.00	0.00	0.00	79,256.00	79,256.00
71	PENDER	83,993.00	83,993.00	0.00	0.00	83,993.00	83,993.00
72	PERQUIMANS	25,645.00	25,645.00	0.00	0.00	25,645.00	25,645.00
73	PERSON	78,165.00	78,165.00	0.00	0.00	78,165.00	78,165.00
74	PITT	391,377.00	391,377.00	0.00	0.00	391,377.00	391,377.00
75	POLK	27,270.00	27,270.00	0.00	0.00	27,270.00	27,270.00
76	RANDOLPH	241,970.00	241,970.00	0.00	0.00	241,970.00	241,970.00
77	RICHMOND	151,560.00	151,560.00	0.00	0.00	151,560.00	151,560.00
78	ROBESON	480,654.00	480,654.00	0.00	0.00	480,654.00	480,654.00
79	ROCKINGHAM	196,806.00	196,806.00	0.00	0.00	196,806.00	196,806.00
80	ROWAN	239,271.00	239,271.00	0.00	0.00	239,271.00	239,271.00
81	RUTHERFORD	144,169.00	144,169.00	0.00	0.00	144,169.00	144,169.00
82	SAMPSON	133,882.00	133,882.00	0.00	0.00	133,882.00	133,882.00
83	SCOTLAND	117,566.00	117,566.00	0.00	0.00	117,566.00	117,566.00
84	STANLY	87,629.00	87,629.00	0.00	0.00	87,629.00	87,629.00
85	STOKES	68,850.00	68,850.00	0.00	0.00	68,850.00	68,850.00
86	SURRY	141,248.00	141,248.00	0.00	0.00	141,248.00	141,248.00
87	SWAIN	25,020.00	25,020.00	0.00	0.00	25,020.00	25,020.00
88	TRANSYLVANIA	49,000.00	49,000.00	0.00	0.00	49,000.00	49,000.00
89	TYRRELL	10,174.00	10,174.00	0.00	0.00	10,174.00	10,174.00
90	UNION	209,245.00	209,245.00	0.00	0.00	209,245.00	209,245.00
91	VANCE	128,442.00	128,442.00	0.00	0.00	128,442.00	128,442.00
92	WAKE	956,382.00	956,382.00	0.00	0.00	956,382.00	956,382.00
93	WARREN	52,423.00	52,423.00	0.00	0.00	52,423.00	52,423.00
94	WASHINGTON	34,270.00	34,270.00	0.00	0.00	34,270.00	34,270.00
95	WATAUGA	81,799.00	81,799.00	0.00	0.00	81,799.00	81,799.00
96	WAYNE	273,281.00	273,281.00	0.00	0.00	273,281.00	273,281.00
97	WILKES	130,068.00	130,068.00	0.00	0.00	130,068.00	130,068.00
98	WILSON	203,026.00	203,026.00	0.00	0.00	203,026.00	203,026.00
99	YADKIN	57,149.00	57,149.00	0.00	0.00	57,149.00	57,149.00
100	YANCEY	33,692.00	33,692.00	0.00	0.00	33,692.00	33,692.00
	Total	\$ 16,798,528.00	\$ 16,798,528.00	\$ -	\$ -	\$ 16,798,528.00	\$ 16,798,528.00

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Low-Income Home Energy Assistance
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 2101NCLWC5
Award Date: FFY 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIHWAP CAA
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASS. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

November 23, 2021



Chatham County, NC

Text File

File Number: 21-4113

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Social Services

File Type: Agenda Item

Vote on a request to approve \$213,105 of Cardinal Innovations funding for Foster Care reinvestment.

Action Requested: Vote on a request to accept \$213,105 of Cardinal Innovations funds.

Introduction & Background: Chatham DSS has been awarded \$213,105 to assist in paying for the needs of children in foster care in Chatham County.

Discussion & Analysis: This additional funding provided to Chatham DSS is being received in monthly installments and based on the number of children in foster care for that respective month. These funds are limited and expected to cease after June 30, 2022.

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

Budgetary Impact: No Local Funding Requested.

Recommendation: Vote on a request to accept \$213,105 of Foster Care reinvestment funds from Cardinal Innovations.



Chatham County, NC

Text File

File Number: 21-4114

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and Consent Agenda

In Control: Planning

File Type: Agenda Item

Agenda Number:

Vote on a request to consider scheduling a legislative public hearing by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations regarding the administrative approval of public right-of-way dedication.

Action Requested:

Vote on a request to consider scheduling a legislative public hearing request by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations regarding the administrative approval of public right-of-way dedication.

Introduction & Background:

The current wording of the Chatham County Subdivision Regulations requires that when public right of way is added or extended onto a parcel, even if no additional lots are being created, that it is considered a Major Subdivision. This creates a burden on staff and applicants to follow the Major Subdivision guidelines and process for a simple addition or extension of a road or right-of-way. Currently, the public acquisition by purchase of strips of land for widening or opening streets or other public transportation corridors or greenways is an exempt division of property. It is staffs proposition that simple rights-of-way additions and extensions that do not create additional lots should be considered as an exempt subdivision as well and approved administratively at the discretion of the Planning Director. There is precedent for this request in the current regulations which allow the Planning Director to sign plats dedicating public rights-of-way for conservation subdivision up to 15 lots which has been used.

Discussion & Analysis:

Several sections of the Subdivision Regulations will be amended as part of this process change. Section 2 Definitions will be amended, specifically, the definitions of Minor and Major Subdivision. Section 4 (C) Exempt Subdivisions will be amended to add an additional exempt subdivision. This will be a sixth option allowing for the division of a tract of land resulting solely from dedication of land to be used for public road right-of-way not involving the creation of new lots. Section 7.2 (3) Rural Roads will add language stating the Planning Department may accept rights-of-way in any subdivision in which no additional lots are being created.

How does this relate to the Comprehensive Plan:

Goal 7: Provide infrastructure to support desired development and support economic and environmental objectives.

Recommendation:

Schedule a public hearing to consider an amendment to Section 10.13 Table 1: Zoning Table of Permitted Uses of the Zoning Ordinance during the January 18, 2022 Commissioners meeting.

Redline

Major Subdivision - All subdivisions not classified as minor subdivisions, consisting of six (6) or more lots, or ~~any size subdivision requiring any new street, or extension, or the~~ creation of any public improvements.

Minor Subdivision - Any subdivision containing five (5) lots or less, fronting on an existing public street. ~~not involving any new streets or road, or the extension or the creation of any public improvements.~~

SECTION 4 Types of Subdivisions

C. Exempt Subdivisions

(6) The division of a tract of land for the dedication of public right of way for widening an existing public street and not involving the creation of new lots, or the extension or creation of a new public street.



Chatham County, NC

Text File

File Number: 21-4115

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and Consent Agenda

In Control: Planning

File Type: Agenda Item

Vote on a request to consider scheduling a legislative public hearing by the Chatham County Board of Commissioners to consider amendments to the Chatham County Zoning Ordinance; specifically, section 10.13 Table 1: Zoning Table of Permitted Uses.

Action Requested:

Vote on a request to consider scheduling a legislative public hearing by the Chatham County Board of Commissioners to consider amendments to the Chatham County Zoning Ordinance; specifically, section 10.13 Table 1: Zoning Table of Permitted Uses.

Introduction & Background:

Periodically the Chatham County Zoning Ordinance is updated to reflect the ever-evolving needs of the county. The Chatham County Economic Development Corporation has identified a needed clarification to the Zoning Ordinance. This change is related to a potential project for the Triangle Innovation Point site. Applicants wishing to use the TIP site will require large amounts of water. While Chatham County Water is available the quantity of water available in that area of the county is insufficient for many of the potential developers of the site. Town of Sanford Water is also available and has the capacity to fulfill the needs of the site. The Zoning Ordinance Table of Uses needs to be updated to allow potential developers utilizing Town of Sanford Water and Sewer to be allowed by right in the areas of the County designated for the TIP site.

Discussion & Analysis:

Section 10.13, the Table of Uses currently has a footnote number 3 that says: When Chatham County Water and Town of Sanford Sewer Infrastructure is utilized the use is allowed by right. The new language for footnote 3 is proposed to read: When Chatham County Water or Town of Sanford Water and Sewer Infrastructure is utilized the use is allowed by right. Recent project requests considering the Triangle Innovation Point Site that would utilize Chatham and Sanford public infrastructure have needs that could exceed Chatham County's current water capacity. This change will keep the intended use of the language while providing additional clarity to what the reality of the development may be. This will allow developers of the TIP site to use Town of Sanford utilities and still have their use allowed by right. This amendment is simply a clarification to have the language in the ordinance match the intent.

How does this relate to the Comprehensive Plan:

Goal 4: Diversify the tax base and generate more high-quality, in-county jobs to reduce dependence on residential property taxes, create economic opportunity and reduce out commuting. Objective 7: Provide infrastructure to support desired development and support economic and environment objectives.

Recommendation:

Schedule a public hearing to consider an amendment to Section 10.13 Table 1: Zoning Table of Permitted Uses of the Zoning Ordinance during the January 18, 2022 Commissioners meeting.



Chatham County, NC

Text File

File Number: 21-4119

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Tax Office Assessor

File Type: Agenda Item

Vote on a request to approve Tax Releases and Refunds

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

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

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

Recommendation: Vote to approve Tax Releases and Refunds.

DATE 12/06/21
 TIME 8:39:16
 USER CHAMY

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
 CHATHAM CO TAX DEPARTMENT
 DEPOSIT DATES 11/01/2021 THROUGH 12/03/2021
 OMIT ABATE CODES ERROR BOER CHGOF PTC

PAGE 1
 PROG# CL2182

SKIP NEGATIVE ABATEMENTS
 TAX

YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2011	BALLENTINE GEORGE LAWRENCE	11/19/2021	1766014	107		4.70				PER ALVIN	PPSLD
	** YEAR TOTALS **					4.70					
2012	BALLENTINE GEORGE LAWRENCE	11/19/2021	1890906	107		4.85				PER ALVIN	PPSLD
2012	DAVIS ARMENTHA LEE	12/01/2021	1881947	105				125.00		REMOVAL OF 1 SWF	SWFEE
2012	DAVIS ARMENTHA LEE	12/03/2021	2683654	105	180.42					REMOVAL OF 1 SWF	SWFEE
	** YEAR TOTALS **				180.42	4.85		125.00			
2013	BALLENTINE GEORGE LAWRENCE	11/19/2021	2027741	107		4.36				PER ALVIN	PPSLD
2013	DAVIS ARMENTHA LEE	12/01/2021	2018950	105				125.00		REMOVAL OF 1 SWF	SWFEE
2013	DAVIS ARMENTHA LEE	12/03/2021	2683655	105	61.19					REMOVAL OF 1 SWF	SWFEE
	** YEAR TOTALS **				61.19	4.36		125.00			
2014	BALLENTINE GEORGE LAWRENCE	11/19/2021	2110047	107		3.91				PER ALVIN	PPSLD
2014	DAVIS ARMENTHA LEE	12/01/2021	2101543	105				125.00		REMOVAL OF 1 SWF	SWFEE
2014	DAVIS ARMENTHA LEE	12/03/2021	2683656	105	90.21					REMOVAL OF 1 SWF	SWFEE
	** YEAR TOTALS **				90.21	3.91		125.00			
2015	BALLENTINE GEORGE LAWRENCE	11/19/2021	2172914	107		3.59				PER ALVIN	PPSLD
2015	DAVIS ARMENTHA LEE	12/03/2021	2164724	105				125.00		REMOVAL OF 1 SWF	SWFEE
	** YEAR TOTALS **					3.59		125.00			
2016	BALLENTINE GEORGE LAWRENCE	11/19/2021	2236206	107		3.32				PER ALVIN	PPSLD
2016	DAVIS ARMENTHA LEE	12/03/2021	2228292	105				125.00		REMOVAL OF 1 SWF	SWFEE
	** YEAR TOTALS **					3.32		125.00			
2017	BALLENTINE GEORGE LAWRENCE	11/19/2021	2300276	107		4.03				PER ALVIN	PPSLD
2017	DAVIS ARMENTHA LEE	12/03/2021	2292708	105				125.00		REMOVAL OF 1 SWF	SWFEE
2017	GOODWIN TONY CURTIS	11/16/2021	2327188	107		4.03				JUNKED	PPSLD
	** YEAR TOTALS **					8.06		125.00			
2018	BALLENTINE GEORGE LAWRENCE	11/19/2021	2364464	107		4.03				PER ALVIN	PPSLD
2018	DAVIS ARMENTHA LEE	12/03/2021	2357188	105				125.00		REMOVAL OF 1 SWF	SWFEE
2018	GOODWIN TONY CURTIS	11/16/2021	2389592	107		4.03				JUNKED	PPSLD
	** YEAR TOTALS **					8.06		125.00			
2019	BALLENTINE GEORGE LAWRENCE	11/19/2021	2494479	107		4.28				PER ALVIN	PPSLD
2019	DAVIS ARMENTHA LEE	12/03/2021	2487516	105				125.00		REMOVAL OF 1 SWF	SWFEE
2019	GOODWIN TONY CURTIS	11/16/2021	2517936	107		4.28				JUNKED	PPSLD
	** YEAR TOTALS **					8.56		125.00			
2020	BALLENTINE GEORGE LAWRENCE	11/19/2021	2560166	107		4.28				PER ALVIN	PPSLD

DATE 12/06/21
 TIME 8:39:16
 USER CHAMY

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
 CHATHAM CO TAX DEPARTMENT
 DEPOSIT DATES 11/01/2021 THROUGH 12/03/2021
 OMIT ABATE CODES ERROR BOER CHGOF PTC

PAGE 2
 PROG# CL2182

SKIP NEGATIVE ABATEMENTS
 TAX

YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2020	DAVIS ARMENTHA LEE	12/03/2021	2553340	105					125.00	REMOVAL OF 1 SWF	SWFEE
2020	GOODWIN TONY CURTIS	11/16/2021	2582358	107		4.28				JUNKED	PPSLD
** YEAR TOTALS **						8.56			125.00		
2021	BALLENTINE GEORGE LAWRENCE	11/19/2021	2626059	107		4.26				PER ALVIN	PPSLD
2021	BRINGMAN JOHN KENNETH	11/30/2021	2683552	106		11.08				WAKE COUNTY	OCNTY
2021	COLLINS LEE WARD	12/02/2021	2683436	107		80.54				VALUE UPDATED PE	WVAL
2021	CURRIN WESLEY CURRAN	11/04/2021	2636255	113		12.45				SOLD IN 2020 PER	PPSLD
2021	ECK DARREN LEE	11/16/2021	2637676	105		35.49				PAID IN WAKE CO.	OCNTY
2021	ECK DARREN LEE	11/16/2021	2637677	107		6.89				PAID IN WAKE CO	OCNTY
2021	FUTERMAN BRONISLAV	11/29/2021	2683518	106		233.18				WAKE COUNTY	OCNTY
2021	GOODWIN TONY CURTIS	11/16/2021	2647493	107		4.26				JUNKED	PPSLD
2021	HAMPTON VILLAGE LLC	11/04/2021	2622676	101					1625.00	CORRECTION TO #	SWFEE
2021	HENRY CHARLES LYNN	11/29/2021	2683572	106		84.25				UPDATED VALUE PE	WVAL
2021	MCLAMB IAN JAGGER	12/02/2021	2683537	106		11.88				CARTERET COUNTY	OCNTY
2021	MUCKENFUSS CLIFTON LAMAR III	11/09/2021	2657344	107		77.53				SOLD IN 2020 PER	PPSLD
2021	OLIVE JOSHUA EMMETT	11/17/2021	2664847	109	1308.50					PUV ADDED.	LUERR
2021	PIEDMONT FARM ANIMAL REFUGE	11/16/2021	2671092	107		15.17				SEE ACCT #135220	EXEMP
2021	PIEDMONT FARM ANIMAL REFUGE	11/16/2021	2671093	107		5.34				SEE ACCT #135220	EXEMP
2021	PIEDMONT FARM ANIMAL REFUGE	11/16/2021	2671094	107		887.15				SEE ACCT #135220	EXEMP
2021	PIEDMONT FARM ANIMAL REFUGE	11/16/2021	2671095	107		5.10				SEE ACCT #135220	EXEMP
2021	PIEDMONT FARM ANIMAL REFUGE	11/16/2021	2671096	107		28.81				SEE ACCT #135220	EXEMP
2021	PIEDMONT FARM ANIMAL REFUGE	11/16/2021	2671097	107		746.31				SEE ACCT #135220	EXEMP
2021	PIEDMONT FARM ANIMAL REFUGE	11/16/2021	2671098	107		15.08				SEE ACCT #135220	EXEMP
2021	PIEDMONT FARM ANIMAL REFUGE	11/16/2021	2671099	107		11.60				SEE ACCT #135220	EXEMP
2021	SMITH ERNEST H TRUSTEE	11/15/2021	2682685	109	2256.92					SCE REMOVED IN E	SCE
2021	SMITH ERNEST H TRUSTEE	11/15/2021	2683504	109	1707.34					CORRECT SCE	SCE
2021	SMITH ERNEST H TRUSTEE	11/15/2021	2683505	109	1834.60					ADD PUV	NOLUE
2021	WARD THOMAS R	11/09/2021	2675124	108					125.00	REMOVAL OF 1 SWF	SWFEE
** YEAR TOTALS **						7107.36	2276.37		1750.00		
*** FINAL TOTALS ***						7439.18	2334.34		2875.00		

*** NORMAL END OF JOB ***



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
BALDWIN, MARCUS LEVANTE	BALDWIN, MARCUS LEVANTE		87 EASY ST		PITTSBORO, NC 27312	Proration	0056962168	0342SU	AUTHORIZED	155890702	Refund Generated due to proration on Bill #0056962168-2021-0000-00
BERENT, JEANNE DWYER	BERENT, JEANNE DWYER		18020 W MUIRWOOD DR		GOODYEAR, AZ 85338	Proration	0019760236	CFP2855	AUTHORIZED	233835663	Refund Generated due to proration on Bill #0019760236-2020-0000-00
BRASINGTON, HELEN TRIPP	BRASINGTON, HELEN TRIPP		156 AUBURN LN		PITTSBORO, NC 27312	Proration	0058852775	RTK5620	AUTHORIZED	155106558	Refund Generated due to proration on Bill #0058852775-2020-0000-00
BRASSE, PHILIP WILFRED	BRASSE, PHILIP WILFRED	BRASSE, LAURA JEAN	26 HORNE CASTLE CT		PITTSBORO, NC 27312	Proration	0030852563	DKC2566	AUTHORIZED	156038920	Refund Generated due to proration on Bill #0030852563-2020-0000-00
CAMPBELL, NATHAN SCOTT	CAMPBELL, NATHAN SCOTT		86 LAUREL KNOLL DR		PITTSBORO, NC 27312	Proration	0063588104	RCR6075	AUTHORIZED	155890648	Refund Generated due to proration on Bill #0063588104-2021-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/18/2021	11/22/2021 4:23:33 PM
ie	Tag Surrender	11/18/2021	11/18/2021 11:26:52 AM
ie	Vehicle Sold	11/01/2021	11/1/2021 3:34:56 PM
ie	Vehicle Sold	11/22/2021	11/22/2021 2:12:26 PM
ie	Vehicle Sold	11/18/2021	11/22/2021 4:23:33 PM



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$228.49)	\$0.00	(\$228.49)
07	Tax	(\$37.11)	\$0.00	(\$37.11)
			Refund	\$265.60
00	Tax	(\$15.95)	\$0.00	(\$15.95)
23	Tax	(\$8.33)	\$0.00	(\$8.33)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$24.28
00	Tax	(\$24.91)	\$0.00	(\$24.91)
07	Tax	(\$4.01)	\$0.00	(\$4.01)
			Refund	\$28.92
00	Tax	(\$13.18)	\$0.00	(\$13.18)
06	Tax	(\$2.41)	\$0.00	(\$2.41)
			Refund	\$15.59
00	Tax	(\$494.10)	\$0.00	(\$494.10)
07	Tax	(\$80.24)	\$0.00	(\$80.24)
			Refund	\$574.34



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
CARTER REICHLER, TANYA RAE	CARTER REICHLER, TANYA RAE		194 HAMLET GROVE DR		PITTSBORO, NC 27312	Proration	0051634829	BEC8064	AUTHORIZED	155251256	Refund Generated due to proration on Bill #0051634829-2020-0000-00
CHATHAM COUNTY GROUP HOMES INC	CHATHAM COUNTY GROUP HOMES INC		PO BOX 207		SILER CITY, NC 27344	Adjustment < \$100	0009346961	NVZ9322	AUTHORIZED	234418356	Refund Generated due to adjustment on Bill #0009346961-2021-0000-00
CLARK, DENNIS BERNARD	CLARK, DENNIS BERNARD		212 MIDDLETON PL		CHAPEL HILL, NC 27516	Proration	0058233183	RBN5648	AUTHORIZED	156279286	Refund Generated due to proration on Bill #0058233183-2020-0000-00
COUTURE, RAYMOND CHARLES PERRY	COUTURE, RAYMOND CHARLES PERRY		2808 Route 120		Saint Hilaire, New Brunswick Canada, E3V 4T9	Proration	0061493909	BMN7330	AUTHORIZED	155441222	Refund Generated due to proration on Bill #0061493909-2020-0000-00
DEMARCO, MEGAN ELAINE	DEMARCO, MEGAN ELAINE		1215 HAVENTREE RD		DURHAM, NC 27713	Proration	0051938644	FKK6589	AUTHORIZED	156279332	Refund Generated due to proration on Bill #0051938644-2020-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	11/03/2021	11/3/2021 11:03:12 AM
ie	Exempt Property	11/29/2021	11/29/2021 9:45:22 AM
ie	Vehicle Sold	11/29/2021	11/30/2021 10:11:41 AM
ie	Reg . Out of state	11/08/2021	11/10/2021 9:14:51 AM
ie	Vehicle Sold	11/29/2021	11/29/2021 4:00:25 PM



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$24.86)	\$0.00	(\$24.86)
07	Tax	(\$4.01)	\$0.00	(\$4.01)
			Refund	\$28.87
00	Tax	(\$24.54)	\$0.00	(\$24.54)
22	Tax	(\$19.93)	\$0.00	(\$19.93)
22	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
			Refund	\$49.47
00	Tax	(\$103.48)	\$0.00	(\$103.48)
07	Tax	(\$16.68)	\$0.00	(\$16.68)
			Refund	\$120.16
00	Tax	(\$122.56)	\$0.00	(\$122.56)
21	Tax	(\$79.26)	\$0.00	(\$79.26)
			Refund	\$201.82
00	Tax	(\$57.38)	\$0.00	(\$57.38)
07	Tax	(\$9.25)	\$0.00	(\$9.25)
			Refund	\$66.63



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
DIXON, MARGARET RURIKO	DIXON, MARGARET RURIKO		824 MOUNTAIN VISTA LN		CARY, NC 27519	Proration	0062299048	RCX6734	AUTHORIZED	234419034	Refund Generated due to proration on Bill #0062299048-2021-0000-00
DUGAN, DENISE GILLIS	DUGAN, DENISE GILLIS		42 SPEYSIDE CIR		PITTSBORO, NC 27312	Proration	0052182546	FMV7893	AUTHORIZED	155190370	Refund Generated due to proration on Bill #0052182546-2020-0000-00
ELLIOTT, CHRISTOPHER RYAN	ELLIOTT, CHRISTOPHER RYAN		31 TURTLE POINT BND		CHAPEL HILL, NC 27516	Proration	0061723119	JEV8434	AUTHORIZED	156395482	Refund Generated due to proration on Bill #0061723119-2020-0000-00
FLEISCHAUER, AARON THOMAS	FLEISCHAUER, AARON THOMAS		203 BARKSDALE DR, APT U		CHAPEL HILL, NC 27516	Proration	0041346870	FDD6014	AUTHORIZED	155775890	Refund Generated due to proration on Bill #0041346870-2020-0000-00
FLEISCHAUER, AARON THOMAS	FLEISCHAUER, AARON THOMAS		203 BARKSDALE DR, APT U		CHAPEL HILL, NC 27516	Proration	0053977952	DDL4990	AUTHORIZED	155775882	Refund Generated due to proration on Bill #0053977952-2020-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/29/2021	11/30/2021 10:11:41 AM
ie	Vehicle Sold	11/02/2021	11/4/2021 4:55:01 PM
ie	Vehicle Sold	11/30/2021	12/1/2021 12:04:41 PM
ie	Tag Surrender	11/17/2021	11/17/2021 10:55:30 AM
ie	Tag Surrender	11/17/2021	11/17/2021 10:53:48 AM



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$548.62)	\$0.00	(\$548.62)
23	Tax	(\$284.62)	\$0.00	(\$284.62)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$833.24
00	Tax	(\$184.62)	\$0.00	(\$184.62)
07	Tax	(\$29.75)	\$0.00	(\$29.75)
			Refund	\$214.37
00	Tax	(\$260.88)	\$0.00	(\$260.88)
07	Tax	(\$42.05)	\$0.00	(\$42.05)
			Refund	\$302.93
00	Tax	(\$1.83)	\$0.00	(\$1.83)
06	Tax	(\$0.33)	\$0.00	(\$0.33)
			Refund	\$2.16
00	Tax	(\$47.07)	\$0.00	(\$47.07)
06	Tax	(\$8.61)	\$0.00	(\$8.61)
			Refund	\$55.68



Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
FLEMING, DONALD WILLIAM	FLEMING, DONALD WILLIAM		74 N WICKHAM DR		PITTSBORO, NC 27312	Proration	0034765481	6P9411	AUTHORIZED	155776064	Refund Generated due to proration on Bill #0034765481-2020-0000-00
GRIFFIN, WILLIAM CODY	GRIFFIN, WILLIAM CODY		PO BOX 1426		PITTSBORO, NC 27312	Proration	0046077972	TDB4224	AUTHORIZED	155890202	Refund Generated due to proration on Bill #0046077972-2020-0000-00
HAFER, HOLLINGSWORTH CREECH	HAFER, HOLLINGSWORTH CREECH		3000 GALLOWAY RDG	APT C302	PITTSBORO, NC 27312	Proration	0061762183	FAD3527	AUTHORIZED	155364000	Refund Generated due to proration on Bill #0061762183-2021-0000-00
HAMMER, VERNON CRAIG	HAMMER, VERNON CRAIG		106 HINSHAW ST		SILER CITY, NC 27344	Proration	0063304957	FEW5855	AUTHORIZED	155498982	Refund Generated due to proration on Bill #0063304957-2021-0000-00
HARRIS, ASHLEY MARIE	HARRIS, ASHLEY MARIE		6545 NC HWY 210		NEW HILL, NC 27562	Adjustment < \$100	0063822582	RDC9132	AUTHORIZED	234592974	Refund Generated due to adjustment on Bill #0063822582-2021-0000



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/17/2021	11/17/2021 1:59:26 PM
ie	Vehicle Sold	11/18/2021	11/18/2021 8:37:14 AM
ie	Vehicle Sold	11/05/2021	11/5/2021 8:34:13 AM
ie	Vehicle Sold	11/09/2021	11/9/2021 3:52:47 PM
ie	Situs error	11/30/2021	11/30/2021 10:11:20 AM



North Carolina Ver

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$1.39)	(\$0.08)	(\$1.47)
21	Tax	(\$0.90)	(\$0.05)	(\$0.95)
			Refund	\$2.42
00	Tax	(\$32.58)	\$0.00	(\$32.58)
06	Tax	(\$5.96)	\$0.00	(\$5.96)
			Refund	\$38.54
00	Tax	(\$51.37)	\$0.00	(\$51.37)
07	Tax	(\$8.34)	\$0.00	(\$8.34)
			Refund	\$59.71
00	Tax	(\$17.29)	\$0.00	(\$17.29)
01	Tax	(\$3.12)	\$0.00	(\$3.12)
			Refund	\$20.41
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$88.61)	\$0.00	(\$88.61)
05	Tax	\$28.12	\$0.00	\$28.12
			Refund	\$60.49



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
HARRIS, SHEILA DIANNE	HARRIS, SHEILA DIANNE		375 EMERSON COOK RD		PITTSBORO, NC 27312	Proration	0053926561	TAD9095	AUTHORIZED	155364542	Refund Generated due to proration on Bill #0053926561-2020-0000-00
HOLT, LISA BROOKS	HOLT, LISA BROOKS		4548 NC HIGHWAY 87 N		PITTSBORO, NC 27312	Proration	0057075773	ECS3922	AUTHORIZED	155890482	Refund Generated due to proration on Bill #0057075773-2020-0000-00
HOUK, VIRGINIA STEWART	HOUK, VIRGINIA STEWART		167 TERRELLS MTN		PITTSBORO, NC 27312	Proration	0044195698	BIRDJAVA	AUTHORIZED	155711804	Refund Generated due to proration on Bill #0044195698-2020-0000-00
HUGHES, RICHARD KOCH	HUGHES, RICHARD KOCH		801 BURNABY CT		CARY, NC 27519	Proration	0048330693	7733H	AUTHORIZED	233568786	Refund Generated due to proration on Bill #0048330693-2020-0000-00
HUNT, ANDREW STEPHEN	HUNT, ANDREW STEPHEN		310 BLUERIDGE RD		CARRBORO, NC 27510	Proration	0062811548	DKC3057	AUTHORIZED	155440960	Refund Generated due to proration on Bill #0062811548-2021-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/05/2021	11/5/2021 3:51:24 PM
ie	Tag Surrender	11/18/2021	11/18/2021 11:50:19 AM
ie	Vehicle Sold	11/15/2021	11/15/2021 4:44:00 PM
ie	Vehicle Sold	11/16/2021	11/17/2021 4:40:44 PM
ie	Vehicle Sold	11/08/2021	11/8/2021 9:54:25 AM



North Carolina Ver

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$22.67)	\$0.00	(\$22.67)
09	Tax	(\$2.66)	\$0.00	(\$2.66)
			Refund	\$25.33
00	Tax	(\$41.15)	\$0.00	(\$41.15)
06	Tax	(\$7.52)	\$0.00	(\$7.52)
			Refund	\$48.67
00	Tax	(\$3.36)	\$0.00	(\$3.36)
07	Tax	(\$0.54)	\$0.00	(\$0.54)
			Refund	\$3.90
00	Tax	(\$139.75)	\$0.00	(\$139.75)
23	Tax	(\$73.01)	\$0.00	(\$73.01)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$212.76
00	Tax	(\$12.72)	\$0.00	(\$12.72)
07	Tax	(\$2.06)	\$0.00	(\$2.06)
			Refund	\$14.78



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
KANG, KI HO	KANG, KI HO		642 BEAR TREE CREEK		CHAPEL HILL, NC 27517	Proration	0030365344	DHB2008	AUTHORIZED	156038836	Refund Generated due to proration on Bill #0030365344-2020-0000-00
KEEGAN, ROBERT JOHN JR	KEEGAN, ROBERT JOHN JR		471 ROYAL SUNSET DR		DURHAM, NC 27713	Proration	0029573490	DKE9706	AUTHORIZED	155953276	Refund Generated due to proration on Bill #0029573490-2020-0000-00
KLEIN, BENJAMIN FRANKLIN	KLEIN, BENJAMIN FRANKLIN	KLEIN, BETTY SORRELL	279 CAMPBELL RD		BEAR CREEK, NC 27207	Proration	0059742304	TEY9114	AUTHORIZED	155711790	Refund Generated due to proration on Bill #0059742304-2020-0000-00
KROGSTIE, JASON LEE	KROGSTIE, JASON LEE		1485 RIVER RD		CELINA, TN 38551	Proration	0052214598	67X7DV	AUTHORIZED	155614888	Refund Generated due to proration on Bill #0052214598-2020-0000-00
MALONE, MATTHEW JAMES	MALONE, MATTHEW JAMES	NATURE TRAILS NC LLC	574 CHATHAM DR		CHAPEL HILL, NC 27516	Proration	0062939851	KN9093	AUTHORIZED	155710952	Refund Generated due to proration on Bill #0062939851-2021-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/22/2021	11/30/2021 10:11:41 AM
ie	Vehicle Sold	11/19/2021	11/19/2021 9:42:41 AM
ie	Vehicle Sold	11/15/2021	11/16/2021 2:46:10 PM
ie	Tag Surrender	11/12/2021	11/12/2021 3:07:26 PM
ie	Vehicle Sold	11/15/2021	11/15/2021 8:54:43 AM



North Carolina Ver

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$165.09)	\$0.00	(\$165.09)
07	Tax	(\$26.61)	\$0.00	(\$26.61)
			Refund	\$191.70
00	Tax	(\$41.81)	\$0.00	(\$41.81)
12	Tax	(\$6.86)	\$0.00	(\$6.86)
			Refund	\$48.67
00	Tax	(\$155.77)	\$0.00	(\$155.77)
03	Tax	(\$16.27)	\$0.00	(\$16.27)
			Refund	\$172.04
00	Tax	(\$59.30)	\$0.00	(\$59.30)
05	Tax	(\$12.17)	\$0.00	(\$12.17)
			Refund	\$71.47
00	Tax	(\$16.07)	\$0.00	(\$16.07)
07	Tax	(\$2.61)	\$0.00	(\$2.61)
			Refund	\$18.68



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
MAROTTA, DOMENIC ANTHONY	MAROTTA, DOMENIC ANTHONY		489 POPLAR FOREST LN		PITTSBORO, NC 27312	Proration	0057400033	HEM5474	AUTHORIZED	155106418	Refund Generated due to proration on Bill #0057400033-2020-0000-00
MCNAMARA, DEBORAH ANN	MCNAMARA, DEBORAH ANN		113 COLLINS CREEK CT		CHAPEL HILL, NC 27516	Proration	0008807293	PANDEE	AUTHORIZED	155711064	Refund Generated due to proration on Bill #0008807293-2020-0000-00
MILHOLEN, GINGER JOHNSON	MILHOLEN, GINGER JOHNSON		52 FAIRWAY DR		SILER CITY, NC 27344	Proration	0036777745	ELD2612	AUTHORIZED	156279282	Refund Generated due to proration on Bill #0036777745-2020-0000-00
MOREHOUSE, GARY STEPHEN	MOREHOUSE, GARY STEPHEN		110 CAPE FEAR DR		NEW HILL, NC 27562	Proration	0043204965	FFT8345	AUTHORIZED	155106546	Refund Generated due to proration on Bill #0043204965-2020-0000-00
PEARSALL, TRACIE LANAE'	PEARSALL, TRACIE LANAE'		124 RICHMOND RUN		STEM, NC 27581	Proration	0060187712	JCT1101	AUTHORIZED	155890778	Refund Generated due to proration on Bill #0060187712-2020-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/01/2021	11/1/2021 2:37:29 PM
ie	Vehicle Sold	11/15/2021	11/15/2021 9:29:04 AM
ie	Vehicle Totalled	11/29/2021	11/29/2021 3:15:39 PM
ie	Vehicle Sold	11/01/2021	11/1/2021 3:28:25 PM
ie	Vehicle Sold	11/18/2021	11/22/2021 4:23:33 PM



North Carolina Ver

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$22.99)	\$0.00	(\$22.99)
09	Tax	(\$2.69)	\$0.00	(\$2.69)
			Refund	\$25.68
00	Tax	(\$5.24)	\$0.00	(\$5.24)
07	Tax	(\$0.84)	\$0.00	(\$0.84)
			Refund	\$6.08
00	Tax	(\$47.49)	\$0.00	(\$47.49)
01	Tax	(\$8.50)	\$0.00	(\$8.50)
			Refund	\$55.99
00	Tax	(\$3.57)	\$0.00	(\$3.57)
05	Tax	(\$0.73)	\$0.00	(\$0.73)
			Refund	\$4.30
00	Tax	(\$144.68)	\$0.00	(\$144.68)
05	Tax	(\$29.69)	\$0.00	(\$29.69)
			Refund	\$174.37



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
POLSTER, THOMAS WAYNE	POLSTER, THOMAS WAYNE		324 WHISPERING WIND DR		CHAPEL HILL, NC 27516	Proration	0055435979	HBD5122	AUTHORIZED	155711512	Refund Generated due to proration on Bill #0055435979-2020-0000-00
QUATTLEBAUM, LAURA BISHOP	QUATTLEBAUM, LAURA BISHOP	QUATTLEBAUM, ROBERT DAVID	PO BOX 21		LITTLE RIVER, SC 29566	Proration	0060177615	IA0RANA	AUTHORIZED	233247597	Refund Generated due to proration on Bill #0060177615-2020-0000-00
RIFFLE, MARY ELLEN	RIFFLE, MARY ELLEN	RIFFLE, RONALD JEAN	4301 DEL WEBB AVE		CARY, NC 27519	Proration	0044587316	DMB9759	AUTHORIZED	232660011	Refund Generated due to proration on Bill #0044587316-2020-0000-00
ROSENBAUM, DOROTHY HOPE	ROSENBAUM, DOROTHY HOPE		264 BECKINGHAM LOOP		CARY, NC 27519	Proration	0040279167	TPY6162	AUTHORIZED	233046717	Refund Generated due to proration on Bill #0040279167-2020-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/15/2021	11/15/2021 1:26:54 PM
ie	Reg . Out of state	11/09/2021	11/9/2021 8:17:20 AM
ie	Vehicle Sold	11/01/2021	11/1/2021 4:22:03 PM
ie	Vehicle Totalled	11/05/2021	11/5/2021 3:05:44 PM



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$39.49)	\$0.00	(\$39.49)
07	Tax	(\$6.36)	\$0.00	(\$6.36)
			Refund	\$45.85
00	Tax	(\$33.55)	\$0.00	(\$33.55)
23	Tax	(\$17.53)	\$0.00	(\$17.53)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$51.08
00	Tax	(\$11.71)	\$0.00	(\$11.71)
23	Tax	(\$6.12)	\$0.00	(\$6.12)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$17.83
00	Tax	(\$2.08)	\$0.00	(\$2.08)
23	Tax	(\$1.08)	\$0.00	(\$1.08)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$3.16



Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
SCHROEDER, DAVID BRUNO	SCHROEDER, DAVID BRUNO		522 GARENDON DR		CARY, NC 27519	Proration	0063268847	TJS9489	AUTHORIZED	234593658	Refund Generated due to proration on Bill #0063268847-2021-0000-00
SNYDER, JUANITA GRACE	SNYDER, JUANITA GRACE		135 BROAD LEAF CT		CHAPEL HILL, NC 27517	Proration	0038593945	ZWR5424	AUTHORIZED	156278928	Refund Generated due to proration on Bill #0038593945-2020-0000-00
STAM, TIMOTHY MARTIN	STAM, TIMOTHY MARTIN		2070 OKELLY CHAPEL RD		DURHAM, NC 27713	Proration	0029512889	DLE2616	AUTHORIZED	156395474	Refund Generated due to proration on Bill #0029512889-2020-0000-00
STROUD, TARA SHAWN	STROUD, TARA SHAWN		153 CHATHAM DR		CHAPEL HILL, NC 27516	Proration	0061614089	JEV7992	AUTHORIZED	155190276	Refund Generated due to proration on Bill #0061614089-2020-0000-00
TARICA, LISA MARIA	TARICA, LISA MARIA	TARICA, JOSEPH MICHAEL	334 VALLEY LN		PITTSBORO, NC 27312	Proration	0046628898	FMB9275	AUTHORIZED	155712410	Refund Generated due to proration on Bill #0046628898-2020-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/30/2021	11/30/2021 3:36:32 PM
ie	Vehicle Sold	11/29/2021	11/29/2021 10:00:18 AM
ie	Vehicle Sold	11/30/2021	11/30/2021 11:42:23 AM
ie	Vehicle Sold	11/02/2021	11/2/2021 1:12:24 PM
ie	Vehicle Sold	11/16/2021	11/16/2021 2:43:31 PM



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$50.96)	\$0.00	(\$50.96)
23	Tax	(\$26.44)	\$0.00	(\$26.44)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$77.40
00	Tax	(\$42.71)	\$0.00	(\$42.71)
07	Tax	(\$6.88)	\$0.00	(\$6.88)
			Refund	\$49.59
00	Tax	(\$6.37)	\$0.00	(\$6.37)
12	Tax	(\$1.05)	\$0.00	(\$1.05)
			Refund	\$7.42
00	Tax	(\$28.76)	\$0.00	(\$28.76)
07	Tax	(\$4.64)	\$0.00	(\$4.64)
			Refund	\$33.40
00	Tax	(\$8.12)	\$0.00	(\$8.12)
07	Tax	(\$1.31)	\$0.00	(\$1.31)
			Refund	\$9.43



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
TAYLOR, LORNA WOMBLE	TAYLOR, LORNA WOMBLE		PO BOX 103		GOLDSTON, NC 27252	Proration	0047785912	FMB6977	AUTHORIZED	234592935	Refund Generated due to proration on Bill #0047785912-2020-0000-00
TUCKER, KEVIN GERARD	TUCKER, KEVIN GERARD		164 CHAPEL LAWN AVE		CHAPEL HILL, NC 27516	Proration	0051674844	FMP1305	AUTHORIZED	155106706	Refund Generated due to proration on Bill #0051674844-2020-0000-00
VOGEL, DANIEL AUGUSTINE III	VOGEL, DANIEL AUGUSTINE III		9007 BELLA VERDE COURT		MYRTLE BEACH, SC 29579	Proration	0053523332	PEA9397	AUTHORIZED	156395348	Refund Generated due to proration on Bill #0053523332-2020-0000-00
VOGEL, DANIEL AUGUSTINE III	VOGEL, DANIEL AUGUSTINE III	VOGEL, PATRICIA MERRITT	9007 BELLA VERDE CT		MYRTLE BEACH, SC 29579	Proration	0042242195	FBB9134	AUTHORIZED	156395338	Refund Generated due to proration on Bill #0042242195-2020-0000-00
VOGEL, PATRICIA MERRITT	VOGEL, PATRICIA MERRITT	VOGEL, DANIEL AUGUSTINE III	9007 BELLA VERDE COURT		MYRTLE BEACH, SC 29579	Proration	0037353841	ELK8980	AUTHORIZED	156395354	Refund Generated due to proration on Bill #0037353841-2020-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/30/2021	12/1/2021 12:04:41 PM
ie	Vehicle Sold	11/01/2021	11/1/2021 4:55:20 PM
ie	Reg . Out of state	11/30/2021	11/30/2021 10:31:45 AM
ie	Reg . Out of state	11/30/2021	12/1/2021 12:04:41 PM
ie	Reg . Out of state	11/30/2021	12/1/2021 12:04:41 PM



North Carolina Ver

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$76.64)	\$0.00	(\$76.64)
04	Tax	(\$10.30)	\$0.00	(\$10.30)
02	Tax	(\$17.16)	\$0.00	(\$17.16)
			Refund	\$104.10
00	Tax	(\$62.41)	\$0.00	(\$62.41)
07	Tax	(\$10.06)	\$0.00	(\$10.06)
			Refund	\$72.47
00	Tax	(\$44.67)	\$0.00	(\$44.67)
07	Tax	(\$7.20)	\$0.00	(\$7.20)
			Refund	\$51.87
00	Tax	(\$164.67)	\$0.00	(\$164.67)
07	Tax	(\$26.54)	\$0.00	(\$26.54)
			Refund	\$191.21
00	Tax	(\$131.42)	\$0.00	(\$131.42)
07	Tax	(\$21.18)	\$0.00	(\$21.18)
			Refund	\$152.60



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
WALLER, DAVID NEIL	WALLER, DAVID NEIL	WALLER, JANET LEE	135 AUTUMN CHASE		PITTSBORO, NC 27312	Proration	0057830526	PLM7214	AUTHORIZED	155106678	Refund Generated due to proration on Bill #0057830526-2020-0000-00
WATSON, DAVID WESLEY	WATSON, DAVID WESLEY	WATSON, DOROTHY MAY HONORA	25 LEES WELL RD		SANFORD, NC 27330	Proration	0001297723	AKB7091	AUTHORIZED	155711810	Refund Generated due to proration on Bill #0001297723-2020-0000-00
WINEBRENNE R, TERRY LYNN	WINEBRENNE R, TERRY LYNN		16680 SW AIRPORT RD	BOX 640	CEDAR KEY, FL 32625	Proration	0018802814	ZWP7645	AUTHORIZED	156107346	Refund Generated due to proration on Bill #0018802814-2020-0000-00
WINEBRENNE R, TERRY LYNN	WINEBRENNE R, TERRY LYNN	WINEBRENNE R, BRENDA LOUISE	16680 SW AIRPORT RD	BOX 640	CEDAR KEY, FL 32625	Proration	0052657481	HCY4605	AUTHORIZED	156107354	Refund Generated due to proration on Bill #0052657481-2020-0000-00
WOMBLE, JAMES WALTER	WOMBLE, JAMES WALTER	WOMBLE, JANE RIGGSBEE	189 CHESTNUT WAY		CHAPEL HILL, NC 27516	Proration	0059461194	TEX6502	AUTHORIZED	155712080	Refund Generated due to proration on Bill #0059461194-2020-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/01/2021	11/1/2021 4:25:50 PM
ie	Vehicle Sold	11/15/2021	11/15/2021 4:47:34 PM
ie	Reg . Out of state	11/23/2021	11/23/2021 3:31:34 PM
ie	Reg . Out of state	11/23/2021	11/30/2021 10:11:41 AM
ie	Vehicle Totalled	11/16/2021	11/16/2021 10:48:20 AM



North Carolina Ver

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$79.54)	\$0.00	(\$79.54)
06	Tax	(\$14.54)	\$0.00	(\$14.54)
			Refund	\$94.08
00	Tax	(\$3.10)	\$0.00	(\$3.10)
06	Tax	(\$0.57)	\$0.00	(\$0.57)
			Refund	\$3.67
00	Tax	(\$15.79)	\$0.00	(\$15.79)
05	Tax	(\$3.24)	\$0.00	(\$3.24)
			Refund	\$19.03
00	Tax	(\$158.25)	\$0.00	(\$158.25)
05	Tax	(\$32.48)	\$0.00	(\$32.48)
			Refund	\$190.73
00	Tax	(\$29.95)	\$0.00	(\$29.95)
07	Tax	(\$4.83)	\$0.00	(\$4.83)
			Refund	\$34.78



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
YOUNAN, KARIM NABIL	YOUNAN, KARIM NABIL	YOUNAN, TIFFINY ROSE	1068 QUEENSDALE DR		CARY, NC 27519	Proration	0053990163	0BX54908	AUTHORIZED	233664435	Refund Generated due to proration on Bill #0053990163-2020-0000-00
YOUNG, JOAN BARBARA	YOUNG, JOAN BARBARA		733 FINNBAR DR		CARY, NC 27519	Proration	0047728340	ABV3581	AUTHORIZED	233046444	Refund Generated due to proration on Bill #0047728340-2020-0000-00



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	11/17/2021	11/22/2021 4:23:33 PM
ie	Vehicle Sold	11/05/2021	11/10/2021 9:14:51 AM



North Carolina Veh

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$141.09)	\$0.00	(\$141.09)
23	Tax	(\$73.71)	\$0.00	(\$73.71)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$214.80
00	Tax	(\$162.21)	\$0.00	(\$162.21)
23	Tax	(\$84.73)	\$0.00	(\$84.73)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$246.94
			Refund Total	\$5711.49



North Carolina Ver

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

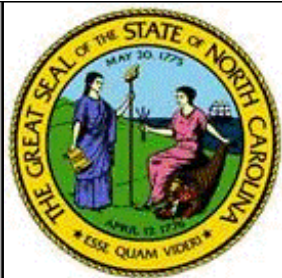
Tax Jurisdiction	District Type	Net Change
00	COUNTY	(\$4,430.33)
21	CITY	(\$168.82)
22	CITY	(\$24.93)
23	CITY	(\$575.57)
01	FIRE	(\$11.62)
03	FIRE	(\$16.27)
04	FIRE	(\$10.30)
05	FIRE	(\$50.19)
06	FIRE	(\$39.94)
07	FIRE	(\$353.10)
09	FIRE	(\$5.35)
12	FIRE	(\$7.91)
02	SPECIAL	(\$17.16)
Total		(\$5,711.49)



North Carolina Ver

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Report Date 12/6/2021 8:50:20 AM



North Carolina Ver

NCVTS Pending

Report Date 12/6/2021 8:50:20 AM

Report Parameters





Chatham County, NC

Text File

File Number: 21-4120

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and Consent Agenda

In Control: County Manager's Office

File Type: Agenda Item

Agenda Number:

Vote on a recommendation from the Chatham County Tax Department to reduce the value for parcel 0062694 owned by After School LLC to \$1,577,967 based on NCGS 105-277.16.

Action Requested:

Vote on a recommendation from the Chatham County Tax Department to reduce the value for parcel 0062694 owned by After School LLC to \$1,577,967 based on NCGS 105-277.16.

Introduction & Background:

During the reappraisal parcel 0062694 located at 511 W. Third St, Siler City, NC was valued at \$2,954,570. Annually the Tax Department receives documentation from the NC Department of Revenue notifying the office of properties that qualify for Section 42 Housing. The property owned by After School LLC was labeled as pre-monitoring. Since the property was not labeled as approved the value was not reduced. The taxpayer questioned the value after receiving the tax bill and the tax department consulted with the NC Department of Revenue.

Discussion & Analysis:

Based on discussion with NC Department of Revenue it was determined that pre-monitoring and approved both qualify as Section 42 Housing. It is recommended that the Tax Department base the value on income of parcel 0062694 located at 511 W Third St, Siler City, NC on NCGS 105-277.16 and reduce the value to \$1,577,967.

How does this relate to the Comprehensive Plan:

The property at parcel 006294 owned by After School LLC is a Low-Income Housing Tax Credit Property, that is income restricted and set to be affordable for 30 years. The Section 42 assessment is designed to recognize this purpose and the different impact and development budget structure of said project. This recommendation is in line with **Goal 9 of Plan Chatham which is to Provide equitable access to high-quality education, housing and community options for all.**

Budgetary Impact: Reduce the amount of taxes due for parcel 0062694 by \$16,588. The new total is \$19,014.50.

Recommendation: Motion to approve recommendation from the Chatham County Tax Department to reduce the value for parcel 0062694 owned by After School LLC to \$1,577,967 based on NCGS 105-277.16.

DATE 12/07/21
 TIME 8:09:26
 USER CHJWTTAX

CHATHAM CO TAX DEPARTMENT
 PROPERTY CARD
 FOR YEAR 2021

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 PROG# AS2006

AFTER SCHOOL LLC
 463 1/2 CAROLINA CIR
 WINSTON SALEM NC 27104-3121
 DESCRIPTION

PARCEL ID.. 0062694
 LOCATION... 511 W THIRD ST
 DEED YEAR/BOOK/PAGE.. 2019 2057 0710
 PLAT BOOK/PAGE..
 LEGAL DESC:CCCC ADMIN BLDG
 LOT
 TOWNSHIP... 10 MATTHEWS

PIN... 8761 05 00 0000
 SILER CITY
 ASSESSMENT NONE .00 .00
 OWNER ID.. 1368130
 DISTRICT.. 202 SILER CITY CITY

NBRHOOD... SCCI7 CHATHAM HOSPITAL (OLD)
 2021 REVIEW RYAN
 COMMERCIAL

MAINTAINED.. 12/02/2021 BY CHTERESA VALUED.. 12/02/2021 BY CHTERESA
 VISITED..... 1/08/2020 BY AXG TYPE OF REVIEW
 PARCEL STATUS... ACTIVE

ROUTING#..
 CATEGORY.. REAL & LISTED PERSONAL

* LAND VALUED BY NEIGHBORHOOD BASE RATE METHOD *

SALES HISTORY													
DEED BK/PAGE	SALE DATE	SALES INSTRUMENT	DISQUALIFIED	SALE AMOUNT	STAMP AMOUNT	DEED NAME							
2057 0710	7/31/2019	WARRANTY DEED	BANK-GOVERNMENT			AFTER SCHOOL LLC							
1628 0271	6/28/2012	WARRANTY DEED	BANK-GOVERNMENT			CHATHAM COUNTY							
864 0001	4/18/2001	WARRANTY DEED	CHURCH/SCHOOL/F			CENTRAL CAROLINA COMMUNITY COL							
859 0399	3/23/2001	WARRANTY DEED	CHURCH/SCHOOL/F			CHATHAM COUNTY							
0000	12/31/1996	*INVALID	REVENUE STAMPS			HENRY SILER SCHOOL							

LAND SEGMENTS														
LND #	ZONE	STRAT CODE	LAND TYPE/CODE	LAND QTY	AVERAGE LAND RATE	DPT%	SHP%	LOC%	SIZ%	OTH%	TOP%	TOT ADJ	CURRENT FMV	
1	R-3	100	AC CS	2.360	53,389.83	.00	.00	100.00	.00	125.00	.00	125.00	157,500	
TOTAL ACRES..				2.360									TOTAL LAND FMV..	157,500

IMPROVEMENT # 1 MAJOR IMPR-M

MAIN FIN AREA.. 11,644.00 ACT/EFF YR/AGE.. 1930 91 VISITED.. 1/08/2020 BY AXG
 STRAT..... 100 DESCRPT.... APARTMENT MAINTAINED.. 12/02/2021 BY CHTERESA
 LOCATION #..... 502 W THIRD ST #BED: 5 #BTH: 4.0 #HBTH:

COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CMPL
AC 06	COVERED PORCH	100	63.00	28.70		100.00	102.00				1,844	
AC 06	COVERED PORCH	100	63.00	28.70		100.00	102.00				1,844	
AC 20	MASONRY STOOP	100	20.00	15.40		100.00	110.00				338	
AC 20	MASONRY STOOP	100	20.00	15.40		100.00	110.00				338	
MA 02M	APARTMENT TOWNHOUSE	100	11644.00	87.61	1.00		100.00	100.00			1,020,130	
EW 01	BRICK	100	594.00	.00							0	
- EW 01	BRICK	100	11644.00	.00							0	
- HC 57	PACKAGED HEAT/COOL	100	11644.00	4.00		100.00	100.00				46,576	

RCN...	PCT COMPLETE					100	x				1,071,070	
QUAL.. QG C	QUALITY GRADE C					100.00	x				1,071,070	
DEPR.. CEW	CDU PERCENTAGE					30.00	-		321,321			

DATE 12/07/21
TIME 8:09:26
USER CHJW TAX

CHATHAM CO TAX DEPARTMENT
PROPERTY CARD
FOR YEAR 2021

PAGE 2
PROG# AS2006

AFTER SCHOOL LLC

PARCEL ID.. 0062694

PIN... 8761 05 00 0000

----- IMPROVEMENT # 1 MAJOR IMPR-M -----

COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CMPL
ECON..	S42		SECTION	42/LOW INCOM			50.00	-		374,874	696,195	T
--FMV...	MR		SCCI7	CHATHAM HOSPITAL (OL			85.00	x			318,643	

DATE 12/07/21
 TIME 8:09:26
 USER CHJW TAX

CHATHAM CO TAX DEPARTMENT
 PROPERTY CARD
 FOR YEAR 2021

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 PROG# AS2006

AFTER SCHOOL LLC

PARCEL ID.. 0062694

PIN... 8761 05 00 0000

----- IMPROVEMENT # 4 MISC IMPR-X -----

MAIN FIN AREA.. ACT/EFF YR/AGE.. 1994 27 VISITED.. 1/08/2020 BY AXG
 STRAT..... 100 DESCRPT.... STORAGE BLDG UNFINISHED 1 MAINTAINED.. 6/10/2021 BY CHJENWILL
 LOCATION #..... 511 W THIRD ST #BED: #BTH: #HBTH:

COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CPL
MS 28	STORAGE BLDG UNFINIS	100	160.00	11.00		100.00	94.00				1,654	
	RCN...		PCT COMPLETE			100		x			1,654	
	QUAL.. QG D		QUALITY GRADE D			85.00		x			1,405	
	DEPR.. D2		MISC DEPREC: AGE TO			75.00		-		1,054	1,054	T
	--FMV...										351	

----- IMPROVEMENT # 5 MAJOR IMPR-M -----

MAIN FIN AREA.. 22,620.00 ACT/EFF YR/AGE.. 2020 1 VISITED.. 12/15/2020 BY RFW
 STRAT..... 100 DESCRPT.... APARTMENT MAINTAINED.. 12/02/2021 BY CHTERESA
 LOCATION #..... 511 W THIRD ST #BED: 5 #BTH: 4.0 #HBTH:

COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CPL
AC 06	COVERED PORCH	100	610.00	28.70		100.00	90.00				15,756	
AC 06	COVERED PORCH	100	610.00	28.70		100.00	90.00				15,756	
AC 06	COVERED PORCH	100	60.00	28.70		100.00	104.00				1,790	
AC 06	COVERED PORCH	100	60.00	28.70		100.00	104.00				1,790	
AC 06	COVERED PORCH	100	610.00	28.70		100.00	90.00				15,756	
AC 06	COVERED PORCH	100	610.00	28.70		100.00	90.00				15,756	
AC 06	COVERED PORCH	100	60.00	28.70		100.00	104.00				1,790	
AC 06	COVERED PORCH	100	60.00	28.70		100.00	104.00				1,790	
MA 01W	APARTMENT FLAT WOOD	100	1628.00	101.50	3.00		100.00				165,242	
MA 01W	(UPPER FLOORS)	100	3256.00	101.50	3.00	65.00	100.00				214,814	
EW 08	ALUM/VINYL	100	188.00	.00							0	
- HC 57	PACKAGED HEAT/COOL	100	4884.00	4.00		65.00	100.00				12,698	
MA 01W	APARTMENT FLAT WOOD	100	4284.00	101.50	3.00		100.00				434,826	
MA 01W	(UPPER FLOORS)	100	8568.00	101.50	3.00	65.00	100.00				565,273	
EW 08	ALUM/VINYL	100	312.00	.00							0	
- HC 57	PACKAGED HEAT/COOL	100	12852.00	4.00		65.00	100.00				33,415	
MA 01W	APARTMENT FLAT WOOD	100	1628.00	101.50	3.00		100.00				165,242	
MA 01W	(UPPER FLOORS)	100	3256.00	101.50	3.00	65.00	100.00				214,814	
EW 08	ALUM/VINYL	100	188.00	.00							0	
- HC 57	PACKAGED HEAT/COOL	100	4884.00	4.00		65.00	100.00				12,698	
	RCN...		PCT COMPLETE			100		x			1,889,209	
	QUAL.. QG C		QUALITY GRADE C			100.00		x			1,889,209	
	DEPR.. CAW		CDU PERCENTAGE			3.00		-		56,676		
	ECON.. S42		SECTION 42/LOW INCOM			50.00		-		916,266	972,942	T
	--FMV... MR	SCCI7	CHATHAM HOSPITAL (OL			85.00		x			778,826	

DATE 12/07/21
 TIME 8:09:26
 USER CHJW TAX

CHATHAM CO TAX DEPARTMENT
 PROPERTY CARD
 FOR YEAR 2021

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 PROG# AS2006

AFTER SCHOOL LLC

PARCEL ID.. 0062694

PIN... 8761 05 00 0000

----- IMPROVEMENT # 5 MAJOR IMPR-M -----											
+-10+				+-10+							
6-14--+E10+-14--				6-14--+K10+-14--							
+13-+	:	:	6-13-+-----26-----+13-+	:	:	6-13-+	:	:	1	:	:
:	:	:		:	:		:	:	4	:	:
1	:	:		:	:		:	:		:	:
4	:	:		:	:		:	:		:	:
+5	:	:		:	:		:	:	+5	:	:
:	:	:		:	:		:	:		:	:
2	6	6		6	6		6	6	2	:	:
2	2	2		2	2		2	2	2	:	:
:	:	:		:	:		:	:		:	:
5+	:	:		:	:		:	:	5+	:	:
:	:	:		:	:		:	:	1	:	:
1	:	:		:	:		:	:	4	:	:
4	C	:		I	:		:	:		:	:
+13-A	B	F	+13-+-----26-----+13-6	H	G	+13-+	:	:		:	:
+--14--+D10+-14-6				+--14--+J10+-14-6							
6 6				6 6							
+-10+				+-10+							

----- AC 06 COVERED PORCH ----- TRAVERSE -----																	
M	R	14.00	D	U	61.00	D	R	10.00	D	D	61.00	D	L	10.00			
----- AC 06 COVERED PORCH ----- TRAVERSE -----																	
M	R	14.00	D	U	61.00	D	R	10.00	D	D	61.00	D	L	10.00			
----- AC 06 COVERED PORCH ----- TRAVERSE -----																	
M	R	14.00	D	R	10.00	D	D	6.00	D	L	10.00	D	U	6.00			
----- AC 06 COVERED PORCH ----- TRAVERSE -----																	
M	R	14.00	M	U	61.00	D	R	10.00	D	U	6.00	D	L	10.00	D	D	6.00
M	R	14.00	M	D	6.00	M	R	10.00	M	U	6.00	M	R	14.00	M	U	6.00
M	R	13.00	M	U	1.00	M	R	26.00	M	D	1.00	M	R	13.00	M	D	6.00
M	R	14.00	D	U	61.00	D	R	10.00	D	D	61.00	D	L	10.00			
----- AC 06 COVERED PORCH ----- TRAVERSE -----																	
M	R	14.00	M	D	6.00	M	R	10.00	M	U	6.00	M	R	14.00	M	U	6.00
M	R	13.00	M	U	1.00	M	R	26.00	M	D	1.00	M	R	13.00	M	D	6.00
M	R	14.00	D	U	61.00	D	R	10.00	D	D	61.00	D	L	10.00			
----- AC 06 COVERED PORCH ----- TRAVERSE -----																	

DATE 12/07/21
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 PROPERTY CARD
 FOR YEAR 2021

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 PROG# AS2006

AFTER SCHOOL LLC

PARCEL ID.. 0062694

PIN... 8761 05 00 0000

----- IMPROVEMENT # 5 MAJOR IMPR-M -----												
AC 06 COVERED PORCH						----- TRAVERSE -----						
M R	14.00	M D	6.00	M R	10.00	M U	6.00	M R	14.00	M U	6.00	
M R	13.00	M U	1.00	M R	26.00	M D	1.00	M R	13.00	M D	6.00	
M R	14.00	D R	10.00	D D	6.00	D L	10.00	D U	6.00			
----- AC 06 COVERED PORCH ----- TRAVERSE -----												
M R	14.00	M D	6.00	M R	10.00	M U	6.00	M R	14.00	M U	6.00	
M R	13.00	M U	1.00	M R	26.00	M D	1.00	M R	13.00	M D	6.00	
M R	14.00	M U	61.00	D R	10.00	D U	6.00	D L	10.00	D D	6.00	
----- MA 01W APARTMENT FLAT WOOD FLOOR: 1.00 ----- TRAVERSE -----												
D U	6.00	D L	13.00	D U	14.00	D L	5.00	D U	22.00	D R	5.00	
D U	14.00	D R	13.00	D U	6.00	D R	14.00	D D	62.00	D L	14.00	
----- MA 01W APARTMENT FLAT WOOD FLOOR: 1.00 ----- TRAVERSE -----												
M R	14.00	M D	6.00	M R	10.00	M U	6.00	D U	62.00	D R	14.00	
D D	6.00	D R	13.00	D D	1.00	D R	26.00	D U	1.00	D R	13.00	
D U	6.00	D R	14.00	D D	62.00	D L	14.00	D U	6.00	D L	13.00	
D U	1.00	D L	26.00	D D	1.00	D L	13.00	D D	6.00	D L	14.00	
----- MA 01W APARTMENT FLAT WOOD FLOOR: 1.00 ----- TRAVERSE -----												
M R	14.00	M D	6.00	M R	10.00	M U	6.00	M R	14.00	M U	6.00	
M R	13.00	M U	1.00	M R	26.00	M D	1.00	M R	13.00	M D	6.00	
M R	14.00	M D	6.00	M R	10.00	M U	6.00	D U	62.00	D R	14.00	
D D	6.00	D R	13.00	D D	14.00	D R	5.00	D D	22.00	D L	5.00	
D D	14.00	D L	13.00	D D	6.00	D L	14.00					

----- IMPROVEMENT # 6 MAJOR IMPR-M -----

MAIN FIN AREA.. 7,436.00 ACT/EFF YR/AGE.. 2020 1 VISITED.. 12/15/2020 BY RFW
 STRAT..... 100 DESCRIPT.... APARTMENT MAINTAINED.. 12/02/2021 BY CHTERESA
 LOCATION #..... 511 W THIRD ST #BED: 5 #BTH: 4.0 #HBTH:

COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CMLP
AC 06	COVERED PORCH	100	610.00	28.70		100.00	90.00				15,756	
AC 06	COVERED PORCH	100	610.00	28.70		100.00	90.00				15,756	
AC 06	COVERED PORCH	100	60.00	28.70		100.00	104.00				1,790	
AC 06	COVERED PORCH	100	60.00	28.70		100.00	104.00				1,790	
MA 01W	APARTMENT FLAT WOOD	100	1616.00	101.50	2.00		100.00				164,024	
MA 01W	(UPPER FLOORS)	100	1616.00	101.50	2.00	65.00	100.00				106,615	
EW 08	ALUM/VINYL	100	194.00	.00							0	
- HC 57	PACKAGED HEAT/COOL	100	3232.00	4.00		65.00	100.00				8,403	
MA 01W	APARTMENT FLAT WOOD	100	2102.00	101.50	2.00		100.00				213,353	

DATE 12/07/21
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AFTER SCHOOL LLC

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PIN... 8761 05 00 0000

----- IMPROVEMENT # 6 MAJOR IMPR-M -----

COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CMPL
MA 01W	(UPPER FLOORS)	100	2102.00	101.50	2.00	65.00	100.00				138,679	
EW 08	ALUM/VINYL	100	202.00	.00							0	
- HC 57	PACKAGED HEAT/COOL	100	4204.00	4.00		65.00	100.00				10,930	

	RCN...						100	x			677,096	
	QUAL.. QG C						100.00	x			677,096	
	DEPR.. CAW						3.00	-		20,312		
	ECON.. S42						50.00	-		328,392	348,704	T
	--FMV... MR	SCCI7	CHATHAM HOSPITAL (OL				85.00	x			279,133	

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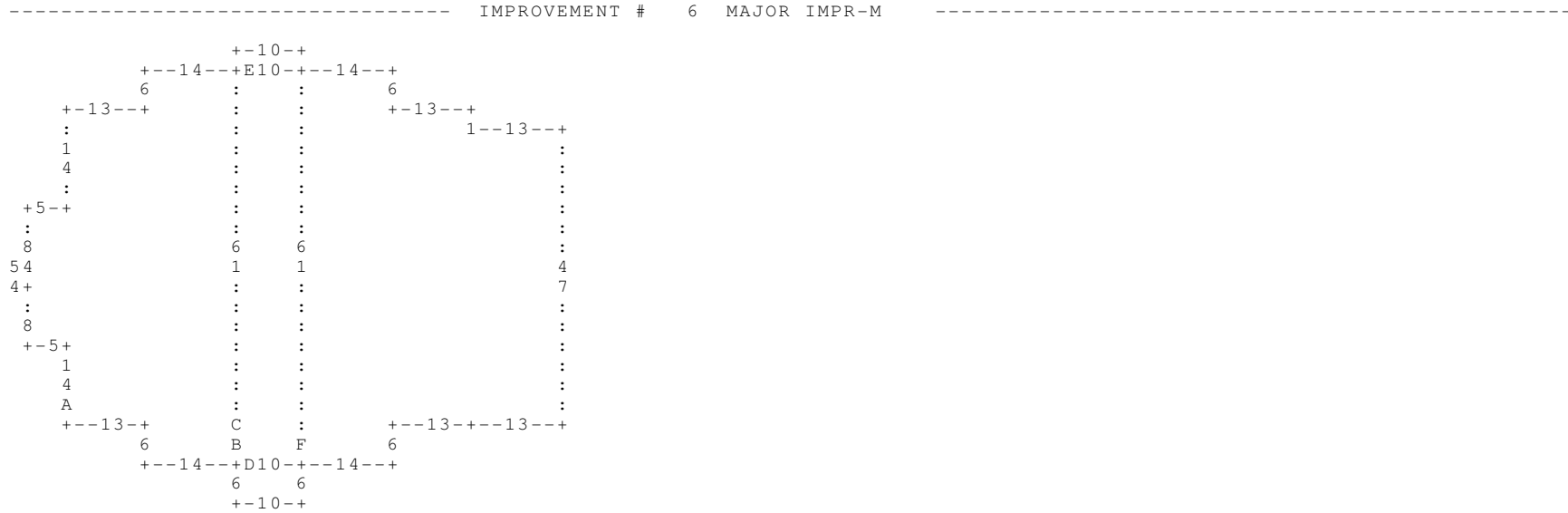
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AFTER SCHOOL LLC

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----- AC 06 COVERED PORCH ----- TRAVERSE -----																	
M	R	13.00	M	D	6.00	M	R	14.00	D	U	61.00	D	R	10.00	D	D	61.00
D	L	10.00															
----- AC 06 COVERED PORCH ----- TRAVERSE -----																	
M	R	13.00	M	D	6.00	M	R	14.00	D	U	61.00	D	R	10.00	D	D	61.00
D	L	10.00															
----- AC 06 COVERED PORCH ----- TRAVERSE -----																	
M	R	13.00	M	D	6.00	M	R	14.00	D	R	10.00	D	D	6.00	D	L	10.00
D	U	6.00															
----- AC 06 COVERED PORCH ----- TRAVERSE -----																	
M	R	13.00	M	D	6.00	M	R	14.00	M	U	61.00	D	R	10.00	D	U	6.00
D	L	10.00	D	D	6.00												
----- MA 01W APARTMENT FLAT WOOD FLOOR: 1.00 ----- TRAVERSE -----																	
D	U	14.00	D	L	5.00	D	U	8.00	D	L	4.00	D	U	5.00	D	R	4.00
D	U	8.00	D	R	5.00	D	U	14.00	D	R	13.00	D	U	6.00	D	R	14.00
D	D	61.00	D	L	14.00	D	U	6.00	D	L	13.00						

DATE 12/07/21
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 USER CHJW TAX

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PARCEL ID.. 0062694

PIN... 8761 05 00 0000

----- IMPROVEMENT # 6 MAJOR IMPR-M -----

----- MA 01W APARTMENT FLAT WOOD FLOOR: 1.00 ----- TRAVERSE -----

M R	13.00	M D	6.00	M R	24.00	D U	61.00	D R	14.00	D D	6.00
D R	13.00	D D	1.00	D R	13.00	D D	47.00	D L	13.00	D D	1.00
D L	13.00	D D	6.00	D L	14.00						

----- IMPROVEMENT # 7 MISC IMPR-X -----

MAIN FIN AREA.. ACT/EFF YR/AGE.. 2020 1 VISITED.. BY
 STRAT..... 100 DESCRPT.... ASPHALT PAVING (PARKING) MAINTAINED.. 6/10/2021 BY CHJENWILL
 LOCATION #..... 511 W THIRD ST #BED: #BTH: #HBTH:

COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CML
MS 01	ASPHALT PAVING (PARK	100	23360.00	2.00		100.00	90.00				42,048	
	RCN...		PCT COMPLETE			100	x				42,048	
	QUAL.. QG C		QUALITY GRADE C			100.00	x				42,048	
	DEPR.. D1		MISC DEPREC: AGE TO			10.00	-		4,204		4,204	T
	--FMV...										37,844	

----- IMPROVEMENT # 8 MISC IMPR-X -----

MAIN FIN AREA.. ACT/EFF YR/AGE.. 2020 1 VISITED.. BY
 STRAT..... 100 DESCRPT.... COVERED PORCH 14 X 16 MAINTAINED.. 6/10/2021 BY CHJENWILL
 LOCATION #..... 511 W THIRD ST #BED: #BTH: #HBTH:

COMPONENT	TYPE/CODE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CML
AC 06	COVERED PORCH	100	224.00	28.70		100.00	98.00				6,300	
	RCN...		PCT COMPLETE			100	x				6,300	
	QUAL.. QG C		QUALITY GRADE C			100.00	x				6,300	
	DEPR.. D1		MISC DEPREC: AGE TO			10.00	-		630		630	T
	--FMV...										5,670	

TOTAL PARCEL VALUES----	LAND / OVR	IMPROVEMENTS / OVR	TOTAL LAND/IMPROVE	2020 VALUE
FMV.....	157,500	1,420,467	1,577,967	272,955
APV.....	157,500	1,420,467	1,577,967	272,955

----- COMMENTS -----
 FUTURE SITE OF SILER SQUARE APARTMENTS BLDGS A,B & C
 *DB 2057/710 DECLARATION OF LAND USE RESTRICTIVE COVENANTS

DATE 12/07/21
TIME 8:09:26
USER CHJW TAX

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AFTER SCHOOL LLC PARCEL ID.. 0062694
*DB 2119/684 DECLARATION OF DEED RESTRICTIONS
11/16/21 RFW-IMPROVES #1,5,6 ADD ECON S42-50

PIN... 8761 05 00 0000



Chatham County, NC

Text File

File Number: 21-4122

Agenda Date: 12/20/2021

Version: 1

Status: Approval of Agenda and Consent Agenda

In Control: Public Works

File Type: Contract

Agenda Number:

Vote on a request to approve Letter of Agreement #3 for the Water Intake and Transmission Preliminary Engineering Project for the Western Intake Partnership and approve Dan LaMontagne, County Manager, to sign the Letter of Agreement #3 on behalf of the County

Action Requested: Vote on a request to approve Letter of Agreement #3 for the Water Intake and Transmission Preliminary Engineering Project Cost for the Western Intake Partnership and approve Dan LaMontagne, County Manager, to sign the Letter of Agreement #3 on behalf of the County

Introduction & Background: The Jordan Lake Partnership Western Intake Feasibility Study (known as the Hazen Study) assisted the WIP in determining that the most favorable alternative to meet the water supply needs of the individual members as well as the group as a whole is a Regional Water Treatment Facility ("RWTF") on the west side of Jordan Lake.

Discussion & Analysis: Letter of Agreement #3 addresses water capacity requirements, system specific water modeling, finished water transmission modeling, planning and transmission main route evaluations

How does this relate to the Comprehensive Plan:

Budgetary Impact: Budgeted as part of the CIP

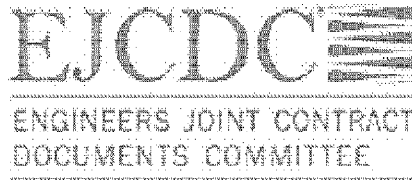
Recommendation: Vote on a request to approve Letter of Agreement #3 for the Water Intake and Transmission Preliminary Engineering Project Cost for the Western Intake Partnership and approve Dan LaMontagne, County Manager, to sign the Letter of Agreement #3 on behalf of the County

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

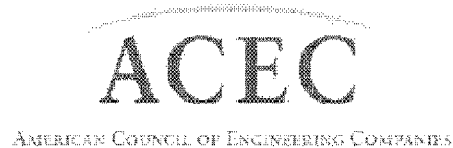
**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

**Agreement for Western Intake Partnership Water Intake and
Transmission Infrastructure Engineering
between the City of Durham and Hazen and Sawyer, P.C.**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of August 25, 2021 ("Effective Date") between
the City of Durham, a North Carolina municipal corporation ("Owner" or "City") and
Hazen and Sawyer, P.C. ("Engineer"),

The title of this Agreement is stated at the top of page 1, above. Engineer is a Professional Corporation registered in North Carolina.

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Western Intake Partnership Regional Water Treatment and Transmission Facilities ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Western Intake Partnership Water Intake and Transmission Infrastructure Engineering

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement, except to the extent (i) that Owner may indicate that the requirements, programs, instructions, reports, data, or other information is not necessarily accurate or complete, or (ii) that an engineer acting reasonably and in accordance with applicable professional standards would question, doubt, or not rely thereon. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items, such as stated in Paragraph 6.03.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, or (c) the performance of any Constructor, ~~or (d) Owner's performance of its responsibilities under this Agreement.~~

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, but nevertheless, the total compensation shall be limited by any applicable provision of this Agreement that set a ceiling on compensation.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, ~~as its sole remedy,~~ to the recovery of direct applicable damages as provided under law and pursuant to the terms of this Agreement, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt subject to the terms of Paragraph 4.02.B.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within ~~30~~60 days after receipt of Engineer's invoice without providing in writing the specific basis for disputed portions of the invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said ~~thirtieth~~ sixtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all undisputed amounts due for services, expenses, and other related charges. ~~Owner waives any and all claims against Engineer for any such suspension.~~
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. Failure to withhold a payment does not constitute a waiver of any of the Owner's claims or defenses with respect to the services for which that payment is made.
- D. ~~[Intentionally deleted]Sales or Use Taxes: If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto

will be specifically set forth in Exhibit F to this Agreement. If Exhibit F is not used, or if a Construction Cost limit is not otherwise specified, it is agreed that a Construction Cost limit is not established.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances, on similar projects, whether such projects can be found locally, regionally or nationally at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. The Engineer warrants that accuracy of Engineer's representations made to Owner as to Engineer's qualifications and experience during the process in which the Owner selected the Engineer. The Engineer represents that it is registered, licensed, and authorized to practice engineering in North Carolina.
- B. *Technical Accuracy:* Engineer shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information. Without limiting the foregoing, it is agreed that the Owner's approvals of documents and other items are not waivers or releases of the Engineer's duty to provide the documents and other items in accordance with this Agreement and in accordance with applicable professional standards.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. Notwithstanding the foregoing, Engineer shall serve as Owner's prime professional for the Project.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations. Without limiting the foregoing, it is agreed that Engineer shall comply with applicable provisions of N.C. General Statutes Chapter 133, Article 1.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition ~~2002 Edition~~), or any newer version selected by the Owner, supplemented by the Owner's supplementary conditions, as modified by the Owner from time to time. The construction contract will be the EJCDC contract form issued in conjunction with the General Conditions, as that contract form has been modified by the Owner from time to time prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants, whether directly, or through advice and consultation given to Owner.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. ~~All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer hereby assigns to Owner, without reservation, all copyrights in all Project-related Documents and other expression created by Engineer, referred to as "Instruments of Service". Included in the Instruments of Service are the Drawings and Construction Contract Documents. Owner's obligation to pay Engineer is expressly conditions upon Engineer obtaining a valid written comprehensive assignment of copyrights from its Consultants in terms identical to those that obligated Engineer to Owner as expressed in this subparagraph, which copyrights Engineer, in turn, hereby assigns to Owner. Owner, in return hereby grants Engineer and its Consultants a revocable, nonexclusive license to reproduce the documents for purposes related directly to Engineer's performance of its obligations under this Agreement, for Engineer's archival records, and for Engineer's reproduction of drawings and photographs in Engineer's marketing materials. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by~~

Engineer or the accused commission by Engineer of a tort or a crime affecting Owner or the Project or upon termination of this Agreement. This nonexclusive license is granted to Engineer alone and shall not be assigned by Engineer to any other person or entity, except that the non-exclusive license granted in this Agreement to Engineer for purposes of the Engineer's performance hereunder may be sub-licensed to Engineer's Consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon an Engineer's assignment of this nonexclusive license to another or its attempt to do so.

- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. ~~Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties. To the extent that liability arises from misuse of the Instruments of Service by Owner or another engineer or architect, Engineer shall not be responsible for that misuse. If Owner uses the Instruments of Services for purposes including additions to and modifications of the Project, and for other projects, Owner, to the extent authorized by law, shall indemnify Engineer for losses, including reasonable attorneys' fees, suffered by Engineer as a result of the use of the design and these documents for such other purposes. If these documents are used for other purposes, Owner shall see that they are modified (a) to indicate that Engineer did not prepare them for such other purposes and is not responsible for their use in connection with such other purposes and (b) to delete Engineer's name and seal from the documents (where permitted or required by law).~~
- D. ~~*[Intentionally deleted]* If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.~~

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. ~~*[Intentionally deleted]* Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be ~~listed~~ named as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall each deliver to ~~the other~~ Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter as required by Owner during the life of the Agreement.
- E. ~~*[Intentionally deleted]* All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project related contracts to secure waivers of rights consistent with those set forth in this paragraph.~~

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice stating specifically how ~~if~~ Engineer believes Owner demands that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice stating specifically how ~~if the~~ Engineer's services for the Project are being delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, neither the obligations to provide further services nor this Agreement will not terminate under Paragraph 6.06.B.1.a or Paragraph 6.06.B.1.b if the party receiving such notice begins, within seven days of receipt of such notice, to cure the matters pointed out in the notice correct its substantial failure to perform and proceeds diligently to cure the matters such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure matters cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner or at a later time specified in the notice and payment. Without limiting any party's right to terminate for breach, the parties agree that the Owner may, without cause, and in its discretion, terminate this Agreement for convenience by giving Engineer written notice that refers to this subparagraph. Termination for Convenience (TFC) shall be effective at the time and in the fashion indicated in the notice. (a) Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or contractual performance and representations survives, and the indemnification shall remain in force. (b) Payment. The Owner shall pay Engineer an equitable amount for the costs and charges that accrue because of Owner's decisions with respect to the subcontracts but excluding profit for Engineer. Within 20 days after TFC, the City shall pay Engineer one hundred dollars (\$100.00) as a TFC fee and shall pay Engineer for all services performed, consistent with the terms of the Agreement, except to the extent previously paid for. Services shall be paid for in accordance with the method (% completion of lump sum, hourly fees, etc.) to be used for payment had the services been completed except to the extent it would be inequitable to either party, and if service was to be paid for on a lump-sum basis, Owner shall pay the part of the lump sum that reflects the percentage of completion attained for that service. Engineer shall not be entitled to any payment because of TFC except as stated in this subparagraph, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.
- C. Effective Date of Termination: The terminating Either party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Any termination under this paragraph 6.06.B.1 shall occur automatically upon the passage of the requisite time period unless the cure provisions of 6.06.B.1.c, if applicable, are complied with and the terminating party has received notice of that compliance. In case of any termination, Engineer shall (1) cooperate with the Owner in Owner's efforts to complete the Project, (2) provide information requested by the Owner in connection with completion of the Project, (3) provide a reproducible copy of all Drawings, Specifications and other documents, even if incomplete, prepared by Engineer up to the date of termination, and (4) if requested by the Owner, provide a reproducible copy of all Drawings, Specifications and other documents to describe the constructed Work as of the date of termination. Services provided after termination shall be compensated as Additional Services.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses (if applicable) incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as ~~reassignment of personnel,~~ direct costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services if established and as set forth in Exhibit C, less the amount that the Engineer would have saved had it acted reasonably, and excluding overhead, profit, damages, or other economic loss.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the ~~state in which the Project is located~~ State of North Carolina.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site. Engineer represents to Owner that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Owner exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. Unless otherwise negotiated by the parties and expressly included in the Engineer's scope of services, it is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which

are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 ~~Indemnification and Mutual Waiver~~

A. ~~Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

1. In general. The terms of subparagraph (3) (Standard Indemnification Provision) below shall apply to the Contractor, subject to subparagraphs (4) through (11), where applicable
2. Definitions. These definitions apply to this Paragraph 6.11.A unless otherwise stated.
 - a. Contractor – Each party to this Agreement except the City of Durham.
 - b. Construction agreement -- any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating connected therewith.
 - c. Defend –In this Paragraph 6.11.A except in subparagraph (c), defend means to pay for or furnish counsel at the expense of the Contractor to defend any of the Indemnitees against claims alleged or brought against any of the Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.
 - d. Derivative parties -- with respect to a party, any of that party's subcontractors, agents, employees, or other persons or entities for which the party may be liable or responsible as a result of any statutory, tort, or contractual duty.
 - e. Design professional -- a person or entity who is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.
 - f. Design professional agreement -- any promise or agreement in, or in connection with, a contract or agreement with a design professional to provide design professional services.

- g. Design professional services -- a service or work performed by a design professional for which licensure is required under Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.
 - h. Fault -- a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violations of applicable statutes or regulations.
 - i. Indemnitees -- City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.
 - j. Subcontractor -- any person or entity, of any tier, providing labor or material through the Contractor for use on the project at issue in the applicable construction agreement or design professional agreement.
3. Standard Indemnification Provision. (i) The Contractor shall defend, indemnify, and hold harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of acts or omissions of the Contractor or its derivative parties. In performing its duties under this subsection "3," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (ii) "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within "Charges" are (1) interest and reasonable attorney's fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this Agreement. By appropriate litigation, each Indemnitee, severally, shall have the right to enforce this Paragraph 6.11.A (titled "Indemnification") directly against the Contractor, but not against the City of Durham.
 4. Restriction regarding Indemnitees' Negligence. This Agreement shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
 5. Restriction regarding Fault in Construction Agreements and Design Professional Agreements. If this Agreement is a construction agreement or design professional agreement, nothing in this Agreement requires the Contractor to indemnify or hold harmless Indemnitees or any other person or entity against losses, damages, or expenses unless the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense indemnified.
 6. Restriction regarding Negligence of Design Professionals. Nothing in this Agreement requires the Contractor, provided that it is a design professional, to defend Indemnitees or any other person or entity against liability or claims for damages, or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the Contractor, the City, or their derivative parties, whether the claim is alleged or brought in tort or contract.

7. Liability When at Fault. The parties intend that nothing in this Agreement shall be construed to exclude from any indemnity or hold harmless provisions enforceable under subparagraph (4) (Restriction regarding Indemnitees' Negligence) and subparagraph (5) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements) any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the City to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of the City by law or by contract, if the fault of the Contractor or its derivative parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified. Every provision in this Agreement that violates the parties' intent expressed in the preceding sentence shall be construed and revised to the extent that it is lawful in order to make the provision conform with such intent.
 8. Insurance Contracts and Bonds. This Paragraph 6.11.A does not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer; and this Paragraph 6.11.A does not apply to lien or bond claims asserted under Chapter 44A of the N.C. General Statutes.
 9. Other Provisions. Every provision in this Agreement that violates subparagraph (4) (Restriction regarding Indemnitees' Negligence), subparagraph (5) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements), or subparagraph (6) (Restriction Regarding Negligence of Design Professionals) shall be construed and revised to the extent that it is lawful in order to make the provision conform with those subparagraphs.
 10. Survival. This Paragraph 6.11.A shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
 11. Compliance with Law. This Paragraph 6.11.A shall be applied to the maximum extent allowed by law but it shall be construed and limited as necessary to comply with N.C.G.S. § 22B-1. This Paragraph 6.11.A is not to be construed in favor or against any party as the drafter. The preceding sentence is not intended to imply or direct how the remainder of this Paragraph 6.11.A or of this Agreement is to be construed.
- B. ~~*[Intentionally deleted] Indemnification by Owner:*~~ Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. ~~*[Intentionally deleted] Environmental Indemnification:*~~ To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify

~~any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

- D. ~~[Intentionally deleted] No-Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.~~
- E. ~~[Intentionally deleted] Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- F. ~~[Intentionally deleted] Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. The records shall be kept in such form and detail as will clearly identify all relevant charges and costs and the bases thereof, except to the extent Owner's representative and Engineer's representative concur otherwise in writing. Said concurrence is valid without an amendment to this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The address can be changed from time to time by giving notice pursuant to this Agreement.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. ~~*[Intentionally deleted] Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.~~

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as Basic Services ~~an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. *[Not used. Intentionally deleted]*
- E. Exhibit E, Notice of Acceptability of Work. *[Not used. Intentionally deleted]*
- F. Exhibit F, Construction Cost Limit. *[Not used. Intentionally deleted]*
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. *[Not used. Intentionally deleted]*
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments may take ~~should be based whenever possible on~~ the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to

be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 City of Durham Provisions

- A. Choice of Law and Forum; Service of Process. (i) This Agreement shall be deemed made in Durham County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina and not the United Nations Convention on Contracts for the International Sale of Goods. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. The preceding two sentences do not apply to actions to enforce a judgment entered in actions heard pursuant to this subsection (i). (ii) If the Engineer is an artificial person (for instance, the Engineer is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Engineer to be served or to accept service of process in any State of the United States. The Engineer hereby appoints as one of those agents the person it designates to receive notice pursuant to subparagraph 8.03.A (Designated Representatives). If the Engineer fails to appoint a person to receive such notice or the person cannot be served using reasonable diligence, the Engineer appoints the Durham City Clerk as Agent for Service of Process. Without excluding any other method of service authorized by law, the Engineer agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Engineer shall instruct each Agent for Service of Process that when the agent receives the process, summons, or complaint, the agent shall promptly send it to the Engineer using a means for giving notice under this Agreement, provided that when the City Clerk is the agent, the City shall issue such instructions. This subsection (ii) does not apply while the Engineer maintains a registered agent in North Carolina by filing with the office of the N. C. Secretary of State and that registered agent can be found with due diligence at the registered office.

- B. Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- C. Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES 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 CITY CONTRACTS.
- D. Prompt Payment to Subcontractors.
1. Within 7 days of receipt by Engineer of each payment from the Owner under this Agreement, the Engineer shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after Engineer's receipt of payment from Owner under this Agreement, the Engineer shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subparagraph (1) directly against the Engineer, but not against the City of Durham.
 2. If the Owner's Designated Representative determines that it is appropriate to enforce subparagraph (1) in this manner, the Owner may withhold from progress or final payments to the Engineer the sums estimated by the Owner's Designated Representative to be (a) the amount of interest due to the Subcontractor under subparagraph (1), and/or (b) the amounts past-due under subparagraph (1) to the Subcontractor but not exceeding 5% of the payment(s) due from the Owner to the Engineer. This subparagraph (2) does not limit any other rights to withhold payments that the Owner may have.
 3. Nothing in this Paragraph 8.05.D (titled "Prompt Payment to Subcontractors") shall prevent the Engineer at the time of invoicing, application, and certification to the Owner from withholding invoicing, application, and certification to the Owner for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Engineer or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.
 4. The Owner's Designated Representative may require, as a prerequisite to making progress or final payments, that the Engineer provide statements from any Subcontractors designated by the Owner's Designated Representative regarding the status of their accounts with the Engineer. The statements shall be in such format as the Owner's Designated Representative reasonably requires, including notarization if so specified.

- E. EBOP. The Engineer shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Engineer to comply with that article shall be a material breach of contract which may result in the rescission or termination of this Agreement and/or other appropriate remedies in accordance with the provisions of that article, this Agreement, and State law. The Participation Plan submitted in accordance with that article is binding on the Engineer. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Engineer's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.
- F. Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section," "section," "Paragraph," or "paragraph" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) The word "Holiday" means legal holiday observed by the City of Durham pursuant to City Code section 42-16 or any successor provision. (10) A definition in this contract will not apply to the extent the context requires otherwise.
- G. Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.
- H. Special Provisions. The Engineer is subject to the special provisions contained in of Exhibit 1.
- I. American with Disabilities Act (ADA) Compliance Verification – if any of the Work requires compliance with Chapter 11 of the NC State Building Code (2018 edition, as amended and updated), applicable North Carolina Accessibility Codes, and/or 2009 ANSI 117.1 (as amended or updated), the Engineer shall ensure that such Work is completed in compliance with such ADA requirements. After completion of the Work and after Engineer conducts an independent, onsite evaluation, the Engineer shall provide the City with a

written certification, sealed by the Engineer, stating that the Work complies with the approved plans and applicable ADA codes and requirements. Engineer shall confer with the City Inspections Department regarding the appropriate form of the written certification.

- J. E-Verify Requirements. (1) If this Agreement is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (a) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (b) the words "contractor," "contractor's subcontractors," and "comply" as used in this subparagraph (a) shall have the meanings intended by NCGS 143-129(j); and (c) the City is relying on this subparagraph (1) in entering into this contract. (2) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
- K. City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

8.06 Addresses for Notices. Designated Representatives

Address for Owner's receipt of notices:
ATTN: Sydney P. Miller

101 City Hall Plaza
Durham, NC 27701
Designated Representative (Paragraph 8.03.A):
Sydney P. Miller
Title: Water Resources Manager
Phone Number: 919.560.4381 ext. 35201
E-Mail Address: Sydney.Miller@Durhamnc.gov

Address for Engineer's receipt of notices:

4011 WestChase Blvd, Suite 500
Raleigh, NC 27607
Designated Representative (Paragraph 8.03.A):
H. Thomas Tant, P.E.
Title: Vice President
Phone Number: 919-755-8574
E-Mail Address: ttant@hazenandsawyer.com

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

Attest:

Awsley Wyatt
Awsley Wyatt
Deputy City Clerk
The City of Durham, NC



Wanda S. Page

Wanda S. Page
City Manager

By: _____

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

preaudit certificate, if applicable _____

David J. Hickman

Deputy Finance Officer- David J. Hickman
City of Durham

Hazen and Sawyer, P.C.:

By: *H. Thomas Tant* (SEAL)

H. Thomas Tant

Title of officer: Vice President

ACKNOWLEDGMENT BY CORPORATION

State of North Carolina

County of Wake

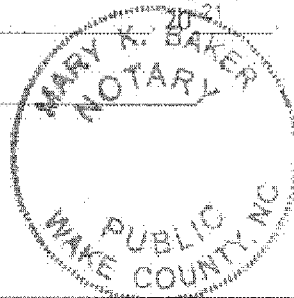
I, a notary public in and for the aforesaid county and state, certify that

H. Thomas Tant

_____ personally appeared before me this
day and stated that he is vice-president of Hazen and Sawyer, P.C., a corporation, and that by authority
duly given and as the act of the corporation, he signed, under seal, the foregoing contract or agreement
with the City of Durham. This the 4th day of August

My commission expires: April 8, 2023

Mary K. Baker
Notary Public



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This is **EXHIBIT A**, consisting of [19] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Engineer's Services

Article 1 of the Agreement is supplemented to include the provisions of this Exhibit following agreement of the parties. The Engineer's detailed deliverables and tasks for the Project are outline as part of Attachment A-1, which is attached and incorporated herein. The performance of the services outlined in Attachment A-1 shall be consistent with the general requirements and obligations of the associated scope of services described in this Exhibit A, except where Attachment A-1 describes a specific, more detailed requirement or task, in which case Attachment A-1 shall be controlling.

If a reasonable reading of this Agreement is that a service is to be provided as a Basic Service, the listing of a similar service in this Agreement is not intended to limit the performance of that service as a Basic Service. Without limiting the Owner's other rights and remedies, it is agreed that services that are needed because of the failure of the Engineer to comply with this Agreement or with its duties to the Owner shall be performed or provided by the Engineer without charge. Where the Agreement states that a service will be done or goods will be provided, it will be construed to require the Engineer to do the service or provide the goods, unless the context requires otherwise.

Engineer shall provide Basic and Additional Services as set forth below. Engineer shall provide Basic and Additional services as set forth below. The Engineer's contracted scope of services include Basic Services phases A1.01 Study and Report Phase and A1.02 Preliminary Design Phase, and does not include phases A1.03 through A1.06. The scope of services under A.1.02 Preliminary Design Phase applies to the preliminary design services defined in Attachment A-1 for the finished water transmission mains, and does not apply to other facilities recommended under A.1.01.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: N/A
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

Exhibit A – Engineer's Services

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- ~~e. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
 3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
 5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
 6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
 7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

Exhibit A – Engineer's Services

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Perform or provide the following other Study and Report Phase tasks or deliverables:
See Attachment A-1
 15. ~~Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items. See Attachment A-1.~~
 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within a time period mutually agreeable to the Engineer and Owner following days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or

Exhibit A – Engineer's Services

following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

~~**{Note to User: Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.}**~~

Exhibit A – Engineer's Services

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- ~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: [] [List any such tasks or deliverables here.] See Attachment A-1.~~
- ~~10. Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [] days of authorization to proceed with this phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items. See Attachment A-1.~~
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [8] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [14] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed

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otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
[] ***[List any such tasks or deliverables here.]***
 10. Furnish for review by Owner, its legal counsel, and other advisors, [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [] final copies of such documents to Owner within [] days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

Exhibit A – Engineer's Services

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [REDACTED]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [REDACTED] ***[List any such tasks or deliverables here.]***

Exhibit A – Engineer's Services

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (~~2013 Edition~~ 2002 Edition), prepared by the Engineers Joint Contract Documents Committee, or any newer version selected by the Owner, supplemented by the Owner's supplementary conditions, as modified by the Owner from time to time. The construction contract will be the EJCDC contract form issued in conjunction with the General Conditions, as that contract form has been modified by the Owner from time to time, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with

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Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary based on Engineer's exercise of professional judgment, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. However, those visits shall be made at least [] unless the Owner otherwise agrees. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, will determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents, and will endeavor to guard the Owner against defects and deficiencies in the Work. ~~and~~ Engineer shall keep Owner informed in writing of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and

Exhibit A – Engineer's Services

maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents but shall promptly send all such Field Orders to the Owner's representative.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

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15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents and for the purpose of determining that if the Work is performed as shown by the submittals, it will be in compliance with the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. The Engineer shall determine what aspects of the Work shall be the subject of submittals, and shall not knowingly permit such aspects to proceed in the absence of approved submittals.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. When it is reasonable to do so, Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve

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the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings,

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Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [] **[List any such tasks or deliverables here.]**
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
 27. *Time for Performance.* The Engineer shall perform all of Engineer's tasks in the Construction Phase within a reasonable time, considering, among other relevant factors, the Contractor's Contract Time, schedules that the Engineer has indicated as acceptable, and the time that is appropriate for the tasks to be done to the level of professional skill and care that are required.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are

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required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
[] **[List any such tasks or deliverables here.]**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously

Exhibit A – Engineer's Services

accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

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12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F or other provisions of this Agreement.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of ~~all Addenda and~~ any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
18. Supplementing Record Drawings with information regarding ~~the completed Project, Site, and immediately adjacent areas adjacent to the Site~~ obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
- ~~21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).~~
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

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- ~~25. Overtime work requiring higher than regular rates.~~
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under this Agreement Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Required Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer shall be required to need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. ~~Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

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6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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ATTACHMENT A-1
(Detailed Deliverables and Tasks)

Exhibit A – Engineer’s Services

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.

Exhibit B – Owner's Responsibilities

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2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for ~~safe~~ access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement. Nothing in this Agreement is intended to require Engineer to go onto public or private property in an unsafe manner or when it is unsafe to do so.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

Exhibit B – Owner's Responsibilities

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [N/A] *[List any other Owner responsibilities here.]*

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of [11] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1-2: Basic Services – Lump Sum & Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment and Standard Hourly Rates

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A total Lump Sum amount of \$[0.00] and/or a total not to exceed (NTE) amount of \$3,735,590 based on the following estimated distribution of compensation, where the NTE amount is equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any:

	<u>LUMP SUM</u>	[or]	<u>NTE AMOUNT</u>
a. Study and Report Phase	\$0.00	_____	<u>\$3,084,528</u>
b. Preliminary Design Phase ⁽¹⁾	\$0.00	_____	<u>\$651,062</u>
c. Final Design Phase	\$(_____)	_____	\$(_____)
d. Bidding and Negotiating Phase	\$(_____)	_____	\$(_____)
e. Construction Phase	\$(_____)	_____	\$(_____)
f. Post-Construction Phase	\$(_____)	_____	\$(_____)

Note: (1) Preliminary Design Phase include Paragraph 4.0 of Attachment A-1 to Exhibit A

LUMP SUM & NTE SUBTOTALS \$(0) \$3,735,590

SUBTOTAL FOR RPR SERVICE, IF ANY: \$(_____)

GRAND TOTAL COMPENSATION FOR BASIC SERVICES: \$3,735,590

Attachment BC-1-2A itemizes the hours and expenses by each task in Exhibit A.

2. ~~Engineer-Owner's representative~~ may alter the distribution of compensation between Lump Sum individual phases or between NTE individual phases noted under Paragraph C2.01.A.1 herein to be consistent with services actually rendered, but such altering of distribution of compensation shall not exceed the Subtotal Lump Sum or Subtotal NTE amounts, respectively, unless approved in a written amendment executed ~~writing~~ by the Owner and Engineer.
 3. The Lump Sum amount includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges. The NTE amount for Engineer's services includes all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
 4. ~~In addition to the Lump Sum, Engineer is NOT also entitled to reimbursement of expenses from Owner for the Lump Sum phases following Reimbursable Expenses (see Appendix 1 for rates or charges): [] [List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]~~
 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. ~~If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.~~ The amounts billed for Engineer's services for the NTE phases will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses, if allowed, and Engineer's Consultants' charges.
- B. Period of Service for Lump Sum Phases: The compensation amount stipulated for Lump Sum phases in this Compensation Packet BC-1-2 is conditioned on a period of service not exceeding 23 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted if Engineer provides Owner reasonable documentation showing Engineer, or Engineer's Consultants, have incurred additional costs or expenses directly related to the extension of Basic Services beyond the original period of service for the Lump Sum phases.
- C. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost. Records of Engineer's costs pertaining to Engineer's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. The records shall be kept in such form and detail as will clearly identify all relevant charges and costs and the bases thereof, except to the extent the Owner's representative and the Engineer's representative concur otherwise in writing. Said concurrence is valid without an amendment to this Agreement. The Engineer shall maintain all such records and provide the Owner access to them, and the right to copy them at cost, until at least four years after Engineer's last request for payment under this Agreement.

C2.02 Reimbursable Expenses and Other Provisions Concerning NTE Phases and Payment

- A. The Standard Hourly Rates charged by Engineer for NTE phases constitute full and complete compensation for Engineer's services for the indicated NTE phases, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges. For NTE phases noted under Paragraph C2.01.A.1, Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 2.
- B. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted on July 1, 2023, and annually thereafter each July 1 to reflect a 3.5 percent change in hourly rates and changes to reimbursable expense rates for the work required under paragraphs A.1.01 and A.1.02. If the Owner and Engineer mutually agree to extend the scope of services beyond A.1.01 and A.1.02, standard hourly rates and reimbursable expenses for the expanded scope will be established as mutually agreeable to the Owner and Engineer at the time the additional scope of work is authorized.
- C. Engineer is entitled to reimbursement from Owner for NTE phases for the Reimbursable Expenses expressly identified and listed in Appendix 1, unless Owner indicates "None" in the following box: [].
- D. If Owner has agreed to reimburse Engineer for Reimbursable Expenses, the amounts payable to Engineer will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [None].
- E. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.10].
- F. Reimbursable Expenses and Engineer's Consultants' compensation, whether or not any applied factor is indicated, include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- G. Estimated Compensation Amounts for NTE Phases:
1. Engineer's estimate of the amounts for NTE phases that will become payable for the specified services are estimates of the compensation anticipated to deliver those specified services. Engineer is not entitled to any balance of the NTE phase amount if the specified services are delivered for less than the estimated NTE phase amount for that specified service. The Owner shall retain all portions of any NTE phase amount not required to deliver the specified service for that NTE phase.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the compensation amount for any particular NTE phase thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of NTE phase services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to negotiate appropriate

compensation in excess of said estimated amount, or agree to negotiate a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations, Engineer shall not exceed the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services without express, written authorization from the Owner.

[Instructions to city staff: If RPR is not being used, delete both RPR 1 and RPR 2 packets. If RPR is being used, pick either RPR 1 or RPR 2 form and delete the one not used.]

**COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

~~C2.04 — Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment~~

A. — Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

- ~~1. — Resident Project Representative Services: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount indicated under Paragraph C2.01.A.1 in the Exhibit C of Compensation Packet BC 1-2 of \$[]. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.~~
- ~~2. — Reimbursable Expenses: In addition to the Lump Sum, Engineer is NOT also entitled to reimbursement of expenses from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): []. [List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]~~
- ~~3. — Resident Project Representative Schedule: The Lump Sum amount referenced set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a [] day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.~~

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

~~C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment~~

~~A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:~~

- ~~1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be the amount indicated under Paragraph C2.01.A.1 in the Exhibit C of Compensation Packet BC-1-2 \$[] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [] day construction schedule.~~

~~B. Compensation for Reimbursable Expenses:~~

- ~~1. Engineer is entitled to reimbursement from Owner for those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are expressly identified and listed in Appendix 1 to this Exhibit C, which are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, unless Owner indicates "None" in the following box: [] [If "None" then the reference to Appendix 1 may be deleted.] Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of []. [If no factor is to be applied, insert "None".]~~

Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services –
Standard Hourly Rates Method of Payment.

4. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer. If no adjustment is to be applied, insert "None".~~

C. ~~Other Provisions Concerning Payment Under this Paragraph C2.04:~~

1. ~~Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of []. If no factor is to be applied, insert "None".~~
2. ~~Factors: The external Reimbursable Expenses and Engineer's Consultant's compensation, whether or not any applied factor is indicated factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~
3. ~~Estimated Compensation Amounts:~~
 - a. ~~Engineer's estimate of the amounts that will become payable for specified services are only estimates of the compensation anticipated to deliver the RPR specified services. Engineer is not entitled to any balance of the indicated RPR compensation amount if the RPR services are delivered for less than the estimated RPR compensation amount. The Owner shall retain all portions of any indicated RPR compensation amount not required to deliver the specified RPR services for the Project for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
 - b. ~~When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to negotiate appropriate such compensation in excess of exceeding said estimated amount, or agree to negotiate a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations, and Engineer shall not exceed exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services without express, written authorization from the Owner, then Engineer shall be paid for all services rendered hereunder.~~
4. ~~To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost. Records of Engineer's costs pertaining to Engineer's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. The records shall be~~

Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services –
Standard Hourly Rates Method of Payment.

~~kept in such form and detail as will clearly identify all relevant charges and costs and the bases thereof, except to the extent the Owner's representative and the Engineer's representative concur otherwise in writing. Said concurrence is valid without an amendment to this Agreement. The Engineer shall maintain all such records and provide the Owner access to them, and the right to copy them at cost, until at least four years after Engineer's last request for payment under this Agreement.~~

Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.

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**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [None].
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of July 1st) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.10].

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

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This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ []/page
Copies of Drawings	\$ []/sq. ft.
Mileage (auto)	\$ [0.56]/mile*
Air Transportation	at cost
CAD Charge	-\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

*The mileage rate is adjusted from time to time by the Internal Revenue Service.

Exhibit C – Appendix 1: Reimbursable Expenses Schedule.

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This is **Appendix 2 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Vice President	\$292/hour
Associate Vice President	\$238/hour
Senior Associate	\$215/hour
Associate	\$179/hour
Senior Principal Engineer	\$154/hour
Principal Engineer	\$133/hour
Assistant Engineer	\$120/hour
Senior Principal Architect	\$143/hour
Principal Architect	\$128/hour
Architect	\$118/hour
Senior Principal Scientist	\$166/hour
Principal Scientist	\$131/hour
Senior Principal Designer	\$149/hour
Principal Designer	\$119/hour
Designer	\$88/hour
Administrator	\$88/hour
Technician	\$66/hour

Exhibit C: Appendix 2 - Standard Hourly Rate Schedule.

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This is ~~EXHIBIT D~~, consisting of ~~[]~~ pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated ~~[]~~.

~~[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]~~

~~Duties, Responsibilities, and Limitations of Authority of Resident Project Representative~~

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

~~ARTICLE 1 – SERVICES OF ENGINEER~~

~~D1.01 – Resident Project Representative~~

- ~~A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.~~
- ~~B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.~~
- ~~C. The duties and responsibilities of the RPR are as follows:~~
- ~~1. General: RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.~~
 - ~~2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.~~

Exhibit C: Appendix 2 - Standard Hourly Rate Schedule.

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- ~~3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.~~
- ~~4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.~~
- ~~5. *Liaison:*~~
 - ~~a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.~~
 - ~~b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.~~
 - ~~c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.~~
- ~~6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.~~
- ~~7. *Shop Drawings and Samples:*~~
 - ~~a. Record date of receipt of Samples and Contractor approved Shop Drawings.~~
 - ~~b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.~~
 - ~~c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.~~
- ~~8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.~~
- ~~9. *Review of Work; Defective Work:*~~

Exhibit C: Appendix 2 - Standard Hourly Rate Schedule.

- ~~a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.~~
- ~~b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and~~
- ~~c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.~~

~~10. Inspections, Tests, and System Start-ups:~~

- ~~a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.~~
- ~~b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.~~
- ~~c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.~~
- ~~d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.~~
- ~~e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.~~

~~11. Records:~~

- ~~a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.~~
- ~~b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities,~~

Exhibit C: Appendix 2 - Standard Hourly Rate Schedule.

~~decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.~~

- ~~c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.~~
- ~~d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.~~
- ~~e. Maintain records for use in preparing Project documentation.~~
- ~~f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.~~

~~12. Reports:~~

- ~~a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~
- ~~b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- ~~c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.~~
- ~~d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.~~

~~13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~

~~14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.~~

~~15. Completion:~~

- ~~a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a~~

Exhibit C: Appendix 2 - Standard Hourly Rate Schedule.

~~Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.~~

- ~~b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.~~
- ~~c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).~~

~~D. Resident Project Representative shall not:~~

- ~~1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or equal" items).~~
- ~~2. Exceed limitations of Engineer's authority as set forth in this Agreement.~~
- ~~3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.~~
- ~~4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.~~
- ~~5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.~~
- ~~6. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by Engineer.~~
- ~~7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~8. Authorize Owner to occupy the Project in whole or in part.~~

Exhibit C: Appendix 2 - Standard Hourly Rate Schedule.

This is ~~EXHIBIT E~~, consisting of ~~[]~~ pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated ~~[]~~.

~~{Notes to User~~

~~1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.~~

~~2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.~~

Exhibit E – Notice of Acceptability of Work.

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: Owner

And To: Contractor

From: Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

- 1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

Exhibit E – Notice of Acceptability of Work.

- ~~2. This Notice reflects and is an expression of the Engineer's professional opinion.~~
- ~~3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.~~
- ~~4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.~~
- ~~5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.~~
- ~~6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.~~

By: _____

Title: _____

Dated: _____

Exhibit E – Notice of Acceptability of Work.

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[EXHIBIT F INTENTIONALLY DELETED]

This is ~~EXHIBIT F~~, consisting of ~~[]~~ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated ~~[]~~.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

~~F5.02 — Designing to Construction Cost Limit~~

- ~~A. — Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[].~~
- ~~B. — A bidding or negotiating contingency of [] percent will be added to any Construction Cost limit established.~~
- ~~C. — The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- ~~D. — Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- ~~E. — If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- ~~F. — If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for~~

Exhibit F – Construction Cost Limit.

~~damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

Exhibit F – Construction Cost Limit.

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This is **EXHIBIT G**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By The Engineer shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Engineer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Engineer under this Agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$1,000,000
 - 2) General Aggregate: \$1,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000
- g. Other (specify): \$[None]

Exhibit G – Insurance.

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2. ~~By Owner:~~

a. ~~Workers' Compensation: _____ Statutory~~

b. ~~Employer's Liability~~

1) ~~Bodily injury, Each Accident _____ \$[_____]~~

2) ~~Bodily injury by Disease, Each Employee _____ \$[_____]~~

3) ~~Bodily injury/Disease, Aggregate _____ \$[_____]~~

c. ~~General Liability~~

1) ~~General Aggregate: _____ \$[_____]~~

2) ~~Each Occurrence (Bodily Injury and Property Damage): \$[_____]~~

d. ~~Excess Umbrella Liability~~

1) ~~Per Occurrence: _____ \$[_____]~~

2) ~~General Aggregate: _____ \$[_____]~~

e. ~~Automobile Liability - Combined Single Limit (Bodily Injury and Property Damage):~~

_____ \$[_____]

f. ~~Other (specify): _____ \$[_____]~~

B. ~~Additional Insureds:~~

1. ~~The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

Exhibit G – Insurance.

- a. [redacted]
Engineer
- b. [redacted]
Engineer's Consultant
- c. [redacted]
Engineer's Consultant
- d. [redacted]
[other]

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
1. Notwithstanding the provision of H6.08.A above, after the Owner has engaged a general contractor for construction work and during the construction administration phase of this Agreement only, the parties may avail themselves of the dispute resolution process adopted by the State Building Commission pursuant to G.S. 143-135.26(11) and G.S. 143-128(f1).

Exhibit H - Dispute Resolution.

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[EXHIBIT I INTENTIONALLY DELETED]

This is ~~EXHIBIT I~~, consisting of ~~_____~~ pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated ~~_____~~.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

~~A. Limitation of Engineer's Liability~~

~~[NOTE TO USER: Select one of the three alternatives listed below for 6.11, A.1]~~

~~1. **Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$[_____] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.~~

~~[or]~~

~~1. **Engineer's Liability Limited to Amount of Engineer's Compensation:** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

~~[or]~~

Exhibit I - Limitations on Liability.

~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[_____].~~

~~***[NOTE TO USER: If appropriate and desired, include 16.11.A.2 below as a supplement to Paragraph 6.11, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.]***~~

~~2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:~~

~~***[NOTE TO USER: List here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]***~~

~~***[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.11.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$_____."]***~~

Exhibit I - Limitations on Liability.

~~{NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.11.A, then supplement Paragraph 6.11.B by including the following indemnification of Engineer by Owner as Paragraph 6.11.B.}~~

~~A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

Exhibit I - Limitations on Liability.

This is **EXHIBIT J**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Special Provisions

Paragraph(s) [8.05.H] of the Agreement is/are amended to include the following agreement(s) of the parties:

H.1. (Compensation for Engineer's Errors). Notwithstanding any other term of the Agreement to the contrary, if the Engineer creates plans or specifications containing an error that causes actual construction of a portion of Work that needs to be changed solely because of the Engineer's error, the Engineer shall pay the Owner all costs of correcting the error, including an amount to compensate the Owner for time spent by Owner's employees because of the error without regard to what other services those employees might have done for the Owner had the error not occurred.

A. (Unforeseen Conditions) An error shall not be grounds for payment under this Paragraph H.1 if the error occurred because of physical conditions were:

- (i) not in fact known to the Engineer,
- (ii) not in fact known to the Engineer's consultants,
- (iv) not readily apparent to the Engineer, and
- (v) not readily apparent to the Engineer's consultants.

B. (Cost of Employees' Time) The cost of the employees' time will be calculated as follows: the time spent by any salaried employee of the Owner because of the error shall be compensated at an hourly rate equal to the employee's gross salary (using standards to determine gross salary for federal income tax purposes) during the applicable fiscal year of the Owner divided by the number of hours worked by that employee for the Owner during that fiscal year.

3 (Limits on Double Payments) If this Paragraph H.1 is applied to compensate the Owner for an error, the Engineer shall not owe the Owner any other compensation to remove the erroneously built Work and replace it with correct Work. However, the payment of such compensation or the application of this Paragraph H.1 shall not affect liability for personal injury or damage to property. (In the preceding sentence, "damage to property" excludes the damage suffered by the Owner for the cost of replacing the erroneously installed Work for which this Paragraph provides compensation, but it includes all other general, special, consequential, or other kinds of damage resulting from the error.)

4 (Limit on Use of Payment against Engineer) A payment by the Engineer pursuant to this Paragraph H.1 shall be considered a compromise, and the City shall not introduce the fact of the payment in any legal action or proceeding except to the extent that compromises are admissible.

5 (Nonpayment Hereunder Not to Prevent Other Claims) If this Paragraph H.1 is not applied so as to compensate the Owner for an error, this Paragraph H.1 shall not be used to construe this

Exhibit J - Special Provisions.

Agreement so as to reduce any remedy that is available to the Owner because of that error. For example, to the extent an error is not compensated for because of the amount exceeds the insurance deductible, the Owner will not be deemed to have waived a claim therefor.

H.2 (Assignment of Subcontracts) All contracts between the Engineer and others to provide services on the Project, in which the services are expected to take more than one month to complete and the compensation is expected to exceed \$5,000, shall contain a provision allowing the Owner or a person designated by the Owner to assume the Engineer's rights under the contract so as to require continued performance according to the terms of the contract, provided, however, that neither the Owner nor the person designated by the Owner shall be liable for breaches or other events or occurrences that took place before it assumed the contract. The Engineer will demonstrate compliance with this Paragraph H.2 when requested by the Owner.

(end of Exhibit J)

Exhibit J - Special Provisions.

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This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

Exhibit K – Amendment to Owner-Engineer Agreement.

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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit K – Amendment to Owner-Engineer Agreement.

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Western Intake Partnership
Water Intake and Transmission Infrastructure Preliminary Engineering
Scope of Services

The scope of services defined herein are intended to define the detailed and project specific services to be performed by the Engineer under Part 1 – Basic Services, A1.01 Study and Report Phase and A.1.02 Preliminary Design Phase.

1. Water Capacity Requirements

- a. The Engineer shall review previously completed reports, to include the 2014 Western Intake Feasibility Study, and other Partner-provided data sources for population and water demand growth and compile the data in a format that allows a comprehensive compilation of the water demands for the Western Intake Partnership (WIP, collectively the Partners).
- b. The Engineer shall collaborate with the Partners to establish the ultimate and interim capacity planning periods for the intake and raw and finished water transmission infrastructure.
- c. The Engineer shall collaborate with the Partners to establish each Partner system's demand characteristics for which the WIP system elements shall be designed.
- d. Following the review and compilation of data under paragraph 1.a, the Engineer shall conduct a workshop with the Partners to review the data to ensure concurrence on the data set on which further planning is based. Preliminary goals for ultimate and interim planning periods will be established, as well as the targeted demand characteristics for Partner systems. The intent of the workshop is to establish capacity guidance on which system analyses and modeling can proceed. Where the Partners define the potential for variability in demand projections, the Engineer shall document the range of capacity conditions for future sensitivity analyses. Further definition of the WIP facilities' capacity and planning criteria will be completed as part of the subsequent modeling and analyses.
- e. The Engineer shall develop a draft Water Capacity Technical Memorandum following the workshop as part of paragraph 1.d to document the preliminary capacity planning criteria, and update the draft TM to reflect the input and comments of the Partners.
- f. The Engineer shall finalize the Water Capacity Technical Memorandum following the completion of the system modeling and analyses to capture any adjustments in the water capacity planning criteria that are warranted based on the additional analyses.

2. Finished Water Transfer Alternatives

a. System Specific Modeling

- i. The Engineer shall collaborate with the Partners individually to define possible connection points for delivery of finished water into each system. Identification of the connection points shall be informed by prior modeling work and through collaboration with individual Partners. The Engineers shall have a targeted workshop with each Partner for the purpose of reviewing system specific considerations prior to modeling. The workshop shall include a review of the previously defined capital improvements, and their timing, planned for each system that may impact the transfer of water and confirm the improvements are in the system models.
- ii. The Engineer shall complete system specific modeling to evaluate the connection points defined in 2.a.i for each individual system to define the connection point(s) for further evaluations in conjunction with regional transmission alternatives. The evaluation of each connection point shall be based on the observed hydraulic performance of targeted transfer amounts for the planning years defined. It is assumed three planning years (near-, mid- and long-term) will be evaluated. It is assumed an initial screening of system performance will be completed for maximum day conditions. Following the initial modeling evaluations completed under paragraph 2.a.ii the Engineer will conduct a workshop with each of the Partners to review the results of the modeling for the respective systems, and refine the assumptions and preferences for connection points.
- iii. The Engineer shall complete additional system specific modeling for system transfers for the connection point or points that appear viable based on the initial modeling under paragraph 2.a.ii. The additional modeling will simulate average day, maximum day, and one additional demand condition and for each of the three planning years. Water age simulations will be conducted for the average day conditions. Following the modeling completed under paragraph 2.a.iii, the Engineer will conduct a workshop with each of the Partners to review the results of the modeling for the respective systems. The results of the system specific modeling completed under 2.a.iii will be relied upon when developing the subsequent alternatives to model and evaluate as a combined system to include transmission infrastructure and other Partner systems.
- iv. Where the modeling reveals the Partner systems with known or previously identified improvements do not accommodate the transfer capacities, or required improvements are not readily apparent to reflect in the systems, the Engineer shall define deficiencies identified in system specific modeling that warrant further system-specific modeling and analysis.
- v. The Engineer shall develop a Technical Memorandum summarizing the evaluations and findings for each Partner system under paragraph 2.a.

- b. Finished Water Transmission Modeling and Planning
- i. The Engineer shall complete preliminary hydraulic analyses of two principal transmission routes to assess and review with the Partners the hydraulic performance of each. The routes will not reflect the complete set of pipeline routes but will include the previously identified route with lower elevations and a second more westerly route with significantly higher elevations. GIS contours will be used for the basis of all hydraulic assessment. The Engineer shall conduct a workshop with the Partners to review the findings of these initial hydraulic evaluations with the intent of defining the performance of the functional options available for finished water transmission (i.e., storage, booster pumping options, pressures, etc.), and to establish preferences for more detailed alternatives analysis.
 - ii. The Engineer shall develop model scenarios to include more detailed transmission alternatives, combined with the connections to each system, to take into account the results of the system specific modeling, the functional options considered for water transmission, and the pipeline routes developed for consideration and study. The Engineer shall conduct a workshop with the Partners to review the alternatives and the conditions for which modeling will be completed for each.
 - iii. The Engineer shall complete modeling of the combined systems with proposed transmission for near-, mid- and long-term conditions, for up to three transmission routes, and at average, maximum and one additional demand condition. Water age simulations will be conducted for the average day demand conditions. The Engineer shall assess the potential for nitrification within the finished water transmission system at the range of flows evaluated and provide recommendations for chlorine dosing or other water chemistry considerations within the water transmission system. The Engineer shall conduct a workshop with the Partners to review the results of the combined modeling.
 - iv. The Engineer shall identify phasing opportunities for the finished transmission facilities to address the range of water capacity requirements through the planning period or to address the uncertainty and variability in water capacity requirements that may exist.
 - v. The Engineer shall provide recommendations for the High Service Pumping facilities and clearwell storage facilities at the Regional Water Treatment Facilities based on the transmission system modeling and evaluations. The evaluations and recommendation developed under this Agreement shall be coordinated with the WIP Water Treatment Facility Consultant.
 - vi. The Engineer shall complete initial transient modeling of the recommended finished water transmission facilities to establish potential for pressure transients

in the system and preliminary recommendations to control transients for each of the facility phases identified.

- vii. The Engineer shall define start-up, commissioning and operating considerations (collectively “operating considerations”) identified during system planning and modeling. Where design and/or operational recommendations are dependent upon assumed operational considerations or observed system response, they shall be identified and documented for Partner review and comments.
- viii. The Engineer shall develop a Technical Memorandum of the evaluations, assumptions and findings from the work completed under paragraph 2.b.

3. Finished Water Transmission Main Route Evaluations

- a. The Engineer shall complete an initial screening of finished water transmission main (transmission main) route alternatives via desktop analyses of available GIS data (existing stream and wetland, contours, roadway, utilities, easements, parcel information, cultural/historical areas, and hazardous sites readily available from public state, county, and municipal sources), data collected from other sources (private utility owners, property owners, developers, and municipal departments) and site visits to areas accessible to the public to define the limits of the study area and potential transmission main routes within the study area. The Engineer shall reflect the initially proposed connection points in the development of the study area and routes. It is assumed three (3) primary transmission main routes will be developed for further study and evaluation between the proposed WTP location and the City of Durham/OWASA connection point(s) to the north to include a connection(s) to Chatham County, and two (2) routes will be developed between the proposed WTP location and the Town of Pittsboro. The route assessments shall be limited to the points between the WTP and the connection points to each Partner water system. The Engineer shall complete a screening of potential alternate WTP sites along the water transmission corridors and complete a desktop evaluation of each for comparison against the previously identified WTP site. The Engineer shall conduct a workshop with the Partners, WIP Program Manager and WIP Environmental Permitting Consultant to review the study area and potential transmission main routes developed for further evaluation.
 - i. Engineer shall identify potential transmission main route alternatives to be screened in collaboration with the Partners, WIP Program Manager, and WIP Environmental Permitting Consultant.
- b. The Engineer shall perform a transmission main materials review to identify pipe materials and joint types that meet the project needs. Minimum requirements in the Partner’s standard specifications and details will be included in the review. The review will include a general cost comparison of the material and installation cost.
- c. The Engineer shall perform a preliminary review of each identified potential trenchless crossing to evaluate appropriate trenchless crossing methods. Recommendations shall include consideration of cost, material, and space requirements.

- d. The Engineer shall coordinate the route development and analyses with the hydraulic modeling tasks to account for up to four pumping and storage sites along the transmission main corridor. Storage and pumping alternatives shall be reviewed based on the site locations and elevations. The recommended booster pump station sites shall include a pump station component assessment to evaluate pump type, total dynamic head (TDH), range of motor horsepower for pumping combinations, pump station layout, pump station ancillary facilities, electrical costs, and evaluation of electrical source. Recommendations for storage facilities shall include feasible tank arrangements, sizes and styles.
- e. The Engineer shall define the targeted areas for which additional field information is required to further assess the constructability of the transmission main facilities in certain areas or the construction options available. The types of areas for which supplemental data will be collected to support the evaluations include, but are not limited to, crossing of surface waters, environmentally sensitive areas, major roadway crossings, major utility crossings (i.e., power, gas, etc.) and congested areas potentially warranting further evaluation of construction methods and viability. The supplemental field data may include planimetric and topographic surveys, soil composition and corrosivity analysis, geotechnical investigations and Level A and B subsurface utility investigations. Subsequent field investigation services to be completed as a result of this paragraph at identified in 3.r below.
- f. The Engineer shall define the key stakeholders for each route and coordinate the outreach and communication for each with the WIP Program communication and outreach plan .
 - i. Direct outreach to route stakeholders will be limited to property access for the purposes of route alternative evaluation, as defined below. Other outreach relating to the project, potential easement and property acquisition, or environmental resources will be coordinated with the WIP Program Manager on a case-by-case basis.
 - ii. Where access to private property is required for further evaluation of transmission main routes and construction methods, the Engineer shall develop and distribute letters notifying the respective property owners of the project and the need for access a minimum of 30 days in advance of the entry. The Engineer shall also develop and distribute door hangers where warranted to notify the community of geotechnical, survey, or utility designation activities on site during route evaluations. Partner Management Team will review and approve draft letters and door hangers. Communications materials shall flow the WIP branding guidance.
 - iii. The Engineer shall provide information for the project website and media outlets ahead of any field activities. Information shall include general work descriptions, site location figures, and schedules.
- g. The Engineer shall meet with project stakeholders at the initiation of the project and continue the engagement through the PER process, to discuss feasibility of potential routes and facility sites, including:

- Local planning departments having jurisdiction along the Corridor. 4 meetings
 - NCDOT – feasibility of running along / parallel to existing roads, planned roadway improvements, interchange improvements, etc. (up to three separate DOT districts will be included in the engagement). 6 meetings
 - Duke Progress Energy. 2 meetings
 - USACE and coordination with WIP Environmental Permitting Consultant. 8 meetings. Meetings with USACE or North Carolina DWR will be planned and facilitated by the WIP Environmental Permitting Consultant.
 - Existing private utility providers (Gas, Colonial Gas line, Fiber, Communications, etc.). 8 meetings
 - Private developers and Homeowners Associations. 6 meetings
- i. The Engineer shall obtain and review planning documents for potential future roadway improvements along the corridor.
 - ii. The Engineer shall meet with each local jurisdiction to determine future land use, potential zoning changes, and current and potential development sites.
- h. The Engineer shall complete a desktop review of the known environmental, cultural, and historical resources potentially impacted by each route being considered. Information for the desktop evaluation shall be obtained from WIP Environmental Permitting Consultant and publicly available sources. The Engineer shall coordinate the need for field services required for field verifications or determinations with the WIP Environmental Permitting Consultant.
 - i. The Engineer shall coordinate the transmission main routing evaluation with the hydraulic evaluations to account for phasing or sequencing of infrastructure development where warranted.
 - j. The Engineer shall conduct two (2) workshops in addition to those listed herein to review status and findings of the transmission main route evaluations.
 - k. The Engineer shall preliminarily identify the easement requirements for each of the route alternatives (including potential material storage areas/laydown areas) and account for the easement impacts, to include estimated costs and potential acquisition timeline. Preliminary easement requirements shall be based on GIS level property and right of way information. Up to 1,000 easements and properties will be assessed. Subsequent specialty subconsultant services to support the evaluations of easements and their costs are included in 3.r below.
 - l. The Engineer shall perform a traffic impact review along the evaluated routes. The assessment will take into account the size and type of equipment that will be required for construction to develop a theoretical typical section of the work zone. Each roadway/street along the routes will be analyzed to determine the likely traffic and pedestrian impacts. To the extent possible, the Engineer shall account for known development and qualitatively assess the likely conditions at the time of construction.

Recommendations for lane closures or full street closures, as well as daytime, nighttime, or weekend work restrictions will be made.

- m. The Engineer shall develop a Class 4 Opinion of Probable Construction Costs (OPCC) in accordance with the AACE Classifications for the purpose of comparing transmission main, pumping, and storage alternatives. OPCC shall include consideration of project phasing.
- n. The Engineer shall employ Hazen – Converge, a spreadsheet-based multi-criteria decision support tool (MCDST), for the comparison of transmission main routes developed. The Engineer shall conduct a workshop with the Partners and the Partners’ Environmental Permitting Consultant to define the criteria to be incorporated into the decision tool, as well as the weights assigned for each. The criteria shall align with Partner’s sustainability objectives and the application of Envision. Following the execution of the application of the MCDST, the Engineer shall conduct a workshop with the Partners and Partners’ Permitting Consultant to review the results of the analysis. Engineer will deliver MCDST output and supporting documentation describing the criteria, weighting and factors incorporated into the evaluation process for USACE and NCDWR review as required to support Environmental Permitting.
- o. The Engineer shall define the permitting and approval requirements for the recommended route. Each governing jurisdiction shall be identified and specific permitting and approval needs discussed (e.g., fees, insurance, certifications). A permitting matrix will be developed to summarize the findings of this task.
- p. The Engineer shall develop a construction schedule for the recommended route to define the contractual durations to be incorporated into the overall project schedule.
- q. The Engineer shall develop a Technical Memorandum of the transmission main route alternatives to include GIS-based maps of routes evaluated, a discussion of the key drivers for route revaluations, criteria on which the assessment is based, a summary of the data on which the assessment is based, the results of the application of Hazen – Converge, the opinion of probable construction costs and recommendations for the transmission main route.
- r. Subconsultant Services defined under 3.e and 3.k above
 - i. Level A subsurface investigations have been included for 5 days of field service including vacuum excavation for utilities up to 10 feet deep, traffic control, survey of the utility elevation, and surface restoration.
 - ii. Level B subsurface investigation has been included for approximately 16,000 total feet of individual utility designation and survey.

- iii. Planimetric and topographic survey is included for approximately 3,000 feet along the transmission main corridor and four, one acre parcels for potential pumping or storage facility locations.
- iv. The Engineer will undertake a preliminary assessment of soil composition and corrosivity potential by performing electrical resistivity, pH, chloride and moisture content testing on ten selected soil samples.
- v. Geotechnical investigations shall reflect an initial assessment of ground conditions that includes a boring each side of a major road or water crossing. Standard Penetration Test (SPT) soil borings will be performed to a depth of 25 feet at major road crossings and about 40 feet at water crossings. If auger refusal is encountered prior to reaching the desired depth in the boring, about 10-feet of rock coring will be performed to determine top of rock. Soil and rock samples will be selected for laboratory testing to determine engineering properties and material classification. Sixteen (16) bores are included with a total combined depth of up to 470 vertical feet.
- vi. The Engineer shall undertake a general evaluation of ground conditions at targeted locations along potential transmission main routes based on a desktop review of available geological and geotechnical data and drilling up to ten (10) SPT soil borings to auger refusal at the selected locations. Average boring depth is estimated to be 20 feet.
- vii. The Engineer shall perform a preliminary investigation of ground conditions that will include two SPT soil borings to auger refusal at potential pump station and storage tank sites. Soil samples will be selected for laboratory tests to determine engineering properties. 12 bores are included with an average depth of 20 feet and a total combined depth of up to 240 feet.
- viii. Evaluate the impacts and estimate the cost of easements defined under 3.k.

4. Preliminary Design- Transmission Main

- a. The Engineer shall provide aerial topographic survey mapping, and supplemental field data, of the recommended transmission main corridor (28 miles and 100 feet assumed) to obtain design level contours to allow the preliminary design to be advanced sufficiently for easement requirements to be established, and easements plat to be developed for easement procurement.
 - i. The supplemental field data collected shall include approximately 24,000 feet of individual utility Level B subsurface utility location information in targeted areas.
 - ii. Additional topographic and planimetric survey is included for approximately 6,000 feet for additional information in targeted areas. It is assumed the aerial

topographic survey mapping will be performed during winter “leaf off” conditions and the aerial topography will be sufficient to establish easement recommendations without substantial supplemental topographic survey. Supplemental topographic survey in obscured areas may be required for design level documents.

- b. The Engineer shall develop preliminary plan and profile (1"=50' horizontal; 1"=5' vertical) drawings and preliminary utility conflict matrix of the recommended and surveyed alignment for the sole purpose of defining the preliminary design sufficiently to allow the Partners to proceed with easement or property acquisition where necessary to preserve the recommended corridors and sites.
- c. The Engineer shall provide recommendations for additional data collection and studies required for formal design.

5. In-Lake Raw Water Evaluations, Intake Siting and Planning and Alternative Evaluation

- a. The Engineer shall complete the modeling and evaluations required for siting and design of the raw water intake. The objective of this task is to maximize source water quality and limit treatment costs. The known challenges within Jordan lake to be evaluated under this task include:
 - i. Elevated TOC, low alkalinity, occasional elevated bromide concentrations,
 - ii. Algal blooms and the potential for associated algal toxins and taste and odor problems
 - iii. High levels of dissolved iron and manganese in hypoxic bottom waters, and
 - iv. The potential transport of known contaminants such as PFAS and 1,4-dioxane from the Haw River to the water intake.
- b. Optional Task –If authorized by the Partners, Engineer shall optimize the intake design relative to all four challenges noted above using a calibrated, 3-dimensional EFDC hydrodynamic model of Jordan Lake. The existing model was recently updated by others with the latest physical data and was calibrated for both flow and water quality, including algal growth. The existing EFDC model shall be adapted by developing a finer-resolution horizontal grid for the pool south of US 64, enabling the Engineer to test intake location and design scenarios relative to all four water quality challenges noted above.
- c. The Engineer shall rely on the DWR Cape Fear – Neuse River Basin Hydrologic Model (hereafter referred to as OASIS) to evaluate the range of water surface elevation changes under which the intake should be prepared to operate.
- d. Optional Task - Hydrodynamic Modeling

i. Modeling Quality Objectives

1. Engineer will refine a modeling plan (starting from the subtasks described below) and developing explicit model data quality objectives (DQOs) and associated model performance evaluation metrics in discussion with model users. Detailed refinement and application of the model will not proceed until the modeling plan is agreed to. Accordingly, Engineer will plan for the development of a draft detailed modeling plan, review, production of a final plan, and sign-off on the plan by key parties.

ii. Confirm and Validate UNCC EFDC Model

1. Engineer will be prudent to ensure that all model files from the current version of the Jordan Lake EFDC model are present, uncorrupted, and usable, and consistent with the published documentation. If any discrepancies are found, Engineer will note them and resolve such issues with Dr. Bowen at UNCC.

iii. Integrate Model with VEFDC System and Revise Model Grid

The UNCC EFDC model covers all of Jordan Lake. We anticipate that analysis for the WIP intake location will require a higher resolution model grid for the Lower New Hope arm. Engineer will develop a refined model grid for the Lower New Hope area of Jordan Lake between the constrictions at the Highway 64 causeway to the north and the Narrows to the south. The resolution of the refined grid will be proposed and finalized as part of the modeling plan and data quality objectives described above. (The existing model grid should be adequate outside of this area.) Engineer shall modify the curvilinear-orthogonal grid of the model bringing the model grid into the Visual EFDC system (Wilson Engineering, 2020), designed for efficient and semi-automated refinement and updating of model grids.

1. Engineer shall use VEFDC to create a revised model grid (at a scale to be documented in the modeling plan) for the Lower New Hope Arm. The refined grid will then be merged into the existing grid for the remainder of Jordan Lake. Revisions to the grid for the Lower New Hope area will also allow Engineer to incorporate the most up-to-date information on bathymetry and bottom characteristics for this area, including the old river channel.

iv. Test Revised Model Grid and Corroborate Model Performance

1. Engineer shall first corroborate performance of the revised grid through comparison to the existing EFDC model results for the Lower New Hope

arm. The ability of the model with the revised grid to accurately reproduce vertical thermal profile observations and water column stratification will be evaluated quantitatively using statistical measures agreed upon in the modeling plan. Ability of the revised model to reproduce observed DO concentrations will also be tested. If necessary, model parameters will be revised to improve the fit of simulation to observed stratification and water quality patterns and conditions in accordance with the modeling plan described above.

v. Update Weather and Boundary Conditions

1. Engineer shall extend the UNCC EFDC model into 2021 to cover a wider range of environmental conditions and allow comparison to more recent observations. Extension of the hydrodynamic simulation through 2021 will require updating tributary inflow, tributary water temperature, dam release, and water withdrawal time series, as well as weather data. Tributary inflows are based on USGS gages, with proration for un-gaged areas and tributary water temperatures. Dam releases and withdrawals are specified from measured data. Weather data are developed from observations at the Raleigh-Durham Airport. Engineer shall use automated tools to process such data for use in the EFDC model.
2. Engineer shall extend the modeling time period for water quality (nutrients, algae, and sediment) through interpolation between sparse monitoring data for each tributary, many of which are heavily influenced by wastewater treatment plant discharges. Engineer shall not update the water quality simulation past 2018 relying on observed data of more recent conditions.

vi. Initial Intake Specifications

1. Engineer's modeling team will work iteratively with the Engineer's design team to define an initial best estimate of intake design for testing. The initial specifications will include the X-Y locations of the intake structure(s) and preferred withdrawal intervals. Estimated withdrawal rates, and its impact to stratification and mixing processes in the vicinity of the intake will also be incorporated.

vii. Initial Scenarios and Hydraulic Condition Summary

1. Preliminary model scenarios will be run by the Engineer using the initial intake design specifications from the previous task and the range of water surface elevation and water balance conditions available in the 2014-2018 modeling period (or 2014-2021 period if the option for extension in time of the model is pursued). The OASIS water balance model will be used to evaluate whether additional extreme water surface elevation conditions need to be examined. If so, these will be developed

by scaling tributary inflows and releases on a monthly basis based on the OASIS results.

2. Engineer's initial analysis will focus on the percent of time that a given intake will draw water from the epilimnion, metalimnion, of hypolimnion or will be unusable as water surface elevations change. Sensitivity analyses will be undertaken to evaluate the extent to which operational policy in switching between intake elevations may change the position of the thermocline in the vicinity of the intake.

viii. Water Quality Condition Summary

1. Results of the previous subtask will be further analyzed to evaluate impacts on raw water quality. For algae and associated byproducts, empirical data on seasonal algal abundance will be used by Engineer to assess the fraction of time that epilimnetic withdrawals are likely to encounter algal bloom conditions.
2. Engineer shall evaluate the risk of high Fe/Mn concentrations in hypolimnetic withdrawals based on the fraction of time that the hypolimnion is observed and predicted to be hypoxic.
3. Engineer shall analyze the potential risk of transport of contaminants from the Haw River through a model-simulated tracer release study. By simulating a conservative tracer with a constant concentration in the Haw River inflow dilution factors will be calculated to estimate the relative concentration of substances from the Haw River that will be present at varying intake levels in the Lower New Hope arm.

ix. Scenario Analysis

1. Following completion of the initial scenarios, the Engineer's modeling and design teams will meet to discuss results and potential modifications to the intake design that may warrant investigation. Based on this Engineer will develop up to three alternative scenarios. Each of these scenarios will be analyzed for both hydraulic and water quality conditions and a final recommendation will be developed.

x. Support for Hypolimnetic Oxygenation Evaluation

1. Engineer will use the 2014-2018 model period for which EFDC is fully developed and calibrated for eutrophication and dissolved oxygen to support the hypolimnetic oxygenation system (HOS) evaluation. The HOS system (e.g., bubble diffuser) will be incorporated into the EFDC model to predict HOS system effectiveness, inform the operational costs

of doing so. Any auxiliary effects, such as accidental destratification, shall also be accounted for.

xi. Presentation of Results

1. Following completion of the modeling analyses described above, full results will be presented to the project partners along with a written synopsis of results. Engineer will solicit comments for final design modifications to cover up to three most promising design options.

xii. Final Design Scenarios

1. Based on comments received Engineer will develop and submit a plan for final design scenario simulations. After approval Engineer will undertake revised simulations of the proposed alternatives (up to three). As part of this subtask Engineer will undertake detailed model sensitivity and uncertainty analyses to evaluate the degree of risk that may be present in each alternative.

xiii. Contributions to Project Report

1. Engineer will provide a detailed report on model development, calibration, and application that will be designed to be incorporated as an appendix to the overall project report. This document will be submitted in draft for comment and revised in response to comments.

xiv. Enhanced Modeling Tasks (Optional)

1. Performance under Future Climate - Given the long design life anticipated for the intake, the Engineer shall evaluate future climate concerns including increasing average air temperatures and more erratic precipitation impacting water surface elevations, water column stratification, and frequency of cyanobacteria blooms limiting epilimnion water quality. Engineer shall examine these issues through application of the EFDC model, changing the weather inputs (based on downscaled global climate model output) and scaling the tributary inflows, evaporative losses, withdrawals, and downstream releases (based on monthly OASIS model analyses of future climate).
2. Extended Water Quality Simulation - Engineer shall extend the nutrient, dissolved oxygen, and algal simulations in the EFDC model specifying the tributary nutrient loading boundary conditions.
3. Destratification Simulation - Engineer shall simulate a potential destratification scheme in the EFDC model to help evaluate whether this is physically realistic and, if so, the likely operational costs. Given the

volume of water contained within the Lower New Hope arm of Lake Jordan full destratification would likely have a very high energy cost.

e. Water Supply (OASIS) Modeling

The primary purpose for using the OASIS model is to better understand how lake level fluctuations in the future will be different from those observed historically. The OASIS model is the preferred platform for evaluating how future demands in the basin and future climate variability may influence water surface elevations in Jordan Lake as lake levels determine the limnetic strata from which fixed elevation intakes will access raw water. Raw water quality is highly variable with depth below water surface. Secondly the OASIS model can provide information on how flow into the various arms of Jordan Lake will vary in the future as population in the Triad and Western Triangle region grow and climate varies from its historical norms.

i. Baseline OASIS Analysis

1. The Engineer shall develop an updated OASIS model to best represent the demand conditions for the WTP and all municipal and industrial demand nodes in the model for the year 2030 (approximate WTP commencement date), and year 2060.
2. A low-end estimate for 2030 demand conditions will be used to provide a bounding condition representing a probable low end (least) demand scenario.
3. The demands within the model for both 2030 and 2060 demands will be based upon the latest local water supply plans (LWSPs) filed with DWR at the time modeling commences unless Engineer proposes adjustments based on its judgement and those changes will be identified. However, since the demands supplied by many community water supply systems to DWR are bullish (tend to err high) the 2030 scenario demand may be adjusted downward by ENGINEER in their judgement to best represent a plausible low-end bound demand at the time the plant commences operations.
4. Engineer will use the agricultural demands forecast within the DWR OASIS model planning runs for 2030 and 2060.

ii. Enhanced Modeling Tasks (Optional)

1. Additional Demand Sensitivity – The Engineer will include up to three (3) additional community water supply demand scenarios for the sake of

furthering the understanding of water surface elevation response to other water supply demand conditions within the basin. These additional scenarios could include developing a model run to represent conditions wherein community water supply demands approach the safe yield of the entire basin (most extreme); a case where wastewater return fractions are significantly altered from their present demand: return ratios in the model (e.g. to represent widespread reclaimed water use); or others.

2. Climate Variability Modeling – The ENGINEER will develop up to six (6) additional scenarios to represent the combined impacts of changes to climate and demand. The ENGINEER shall use synthetic hydrologic runoff developed from the following spatially downscaled Global Circulation Model (GCM) output from the Multivariate Constructed Analogs (MACA) CMIP5 archive (<http://maca.northwestknowledge.net/>)

CNRM-CM5, RCP 4.5 (higher runoff potential)

MIROC-EMS-CHEM, RCP 8.5 (lower runoff potential)

GFDL-ESM2M, RCP 8.5 (approximates ensemble mean)

Hydrology and evapotranspiration for the above three scenarios will be developed and input into the OASIS model, and has already been done so for the 2041-2070 period. OASIS runs under climate variability will be developed and executed for any of the three aforementioned GCM-emissions scenarios for a 30-year future climate run within the 2006 – 2100 timeframe (centered between 2021 and 2085)

iii. Presentation of Model Results

1. Output characterizing Jordan Lake water surface elevation variability for Item b.i. and any allowance tasks selected will be provided. Flow inputs and to various reaches of Jordan Lake as well as dam releases can be provided as well and/or used to drive the hydrodynamic model.

f. Water Quality Sampling Program

- i. Engineer shall utilize services of a certified laboratory to conduct water quality sampling and analysis at the preliminary raw water intake location selected from the completion of the analyses above. Laboratory services shall include boat

rental, sample transport, relevant field measurements, chain-of-custody documentation, sample analysis, and results documentation.

- ii. Samples will be collected over an eighteen (18) month period and analyzed for parameters relevant to the Safe Drinking Water Act, NCDEQ requirements for new treatment facilities design, and contaminants of emerging concern. The parameters, analytical procedures (EPA Method number) and quantities of samples for each sampling event is summarized in the table below.

Sample Analyte	Sample Quantity (Per Sampling Event)	Sampling Frequency (Months Unless Noted Otherwise)	Notes
Total alkalinity	3	2	1
Bicarbonate alkalinity	1	2	
Chloride, sulfate, fluoride, and bromide	1 2 (for bromide ONLY)	2	2 (for bromide ONLY)
Chlorophyll-a, and Phycoeyanin (in-situ)	TBD based on location	2 weeks between May - October; Every 2 months otherwise	3
Chlorophyll-a, b, and c	1	2	
Color (apparent)	1	2	
Color (true)	1	2	
Dissolved iron and manganese	3	2	4
Dissolved organic carbon	1	2	
UV-254	1	2	
MIB and geosmin	1	2 weeks between May - October; Every 2 months otherwise	
Dissolved ammonia (as N)	1	2	
Nitrate (as N)	1	2	
Nitrite (as N)	1	2	
Total nitrogen	1	2	
Phosphorus (ortho)	1	2	
Total phosphorus	1	2	
Semi-volatile organic compounds	1	2	

Sample Analyte	Sample Quantity (Per Sampling Event)	Sampling Frequency (Months Unless Noted Otherwise)	Notes
Calcium, magnesium, hardness, potassium sodium	1	2	
Microcystin congeners	2	2 weeks between May - October; Every 2 months otherwise	5
Anatoxin-a & Cylindrospermopsin	2	2 weeks between May - October; Every 2 months otherwise	5
Total organic carbon	3	2	4
Volatile organic compounds	1	2	
pH	TBD based on location	2	3
PFAS	2	2	2
1,4-dioxane	2	2	2
Total iron	3	2	1
Dissolved oxygen	TBD based on location	2	3
Temperature	TBD based on location	2	3
Turbidity	3	2	4

Notes:

1. Discrete depth profile sampling at 2m, 2m, and 6m
2. Discrete depth profile sampling at 2m and 6m
3. Discrete depth profile sampling at 1m intervals
4. Discrete depth profile sampling at 2m, 4m, 6m, and 8m
5. Discrete depth profile sampling at 2m and 8m
6. Discrete depth samples are relative to the normal pool elevation in Jordan Lake (~EL 216.00). All other samples not designated as discrete samples at specified depths shall be composite samples.
 - iii. Initially, sampling events will include collected samples at the existing two (2) sampling locations (Bell's Landing and Vista Point) until completion of the water intake siting evaluation effort. Once a preliminary selection for the intake site is recommended, the sampling effort will be focused to this location.
 - iv. Engineer shall compile and perform a direct analysis of the water quality data collected under this contract and from previous sampling events to further characterize the seasonal water quality to inform intake location and withdrawal depths selection. This analysis will also leverage historical data available from sources such as EPA's STORET portal which houses data from

several sources including NC DENR (DWQ and DWR). The trends delineated from the data analysis will be used in conjunction with hydrodynamic modeling results to provide a comprehensive understanding of spatial and temporal variation in water quality.

- v. Engineer will determine phytoplankton composition dynamics throughout the growth season (May – October) by collecting three samples and sending for ID and enumeration. Speciation will better inform risk and potential sources of algal byproducts such as MIB, geosmin, and cyanotoxins.
 - vi. Engineer shall prepare a dashboard interface for the collected and analyzed data and shall be responsible for updating the dashboard upon receiving data results from the previous sampling effort.
- g. The Engineer shall update the Partners, WIP Program Manager and WIP Water Treatment Facility Consultant monthly on the status of the in-lake raw water evaluations and intake planning during the monthly progress meetings. The Engineer shall conduct an additional 5 workshops during the course of the work under paragraph 5 for review of progress, assumptions, findings and observations, and other technical matters related to the work that warrants collaboration and input from the Partners.
 - h. The Engineer shall coordinate the findings and results of the raw water quality evaluations and sampling with the WIP Water Treatment Facility Consultant on a periodic basis to inform the ongoing work of the WIP Water Treatment Facility Consultant.
 - i. The Engineer will provide recommendations for any raw water chemical dosing or pre-treatment as part of the raw water transmission facilities based on the findings from the raw water quality evaluations. The Engineer shall coordinate these recommendations with the WIP Water Treatment Facility Consultant to ensure the collective treatment processes being considered and proposed for the combined facilities meet the overall objectives of the Partners.
 - j. The Engineer shall develop a Technical Memorandum at the conclusion of the in-lake raw water quality evaluations and OASIS modeling to document the methods employed, the observations and findings and the recommendations made based on the evaluation. It is anticipated the Technical Memorandum will be completed prior to the conclusion of the raw water sampling; however, the Technical Memorandum will incorporate the observations and findings of the raw water sampling completed at that time.
 - k. Intake and Raw Water Pump Station Alternatives Development and Evaluation
 - i. The Engineer shall develop conceptual alternatives for the combined intake and raw water pumping facilities. Engineer shall develop the alternatives collaboratively with the WIP Water Treatment Facility Consultant, particularly

with regard to raw water pump station locations on the WTP property and treatment prior to the treatment facility.

The concepts shall at a minimum reflect, but not be limited to, the following:

1. Intakes with and without in-lake towers for intake screen mounting and control
2. Intake locations to achieve the water quality objectives defined through the in-lake water quality evaluations under paragraph 5a.
3. Raw water pump station located at an elevation and location to allow access to the facility during full flood condition
4. Intake concepts that permit withdrawal of water from the thalweg
5. Feasible raw water force main routes between raw water pump station and the water treatment facilities
6. Opportunities or requirements for trenchless construction of raw water transmission pipelines
7. Considerations for phasing of certain facility elements

The Engineer shall conduct a workshop to review the concepts developed and finalize the concepts to advance for further evaluation.

1. The Engineer shall provide the preliminary engineering design for the alternatives defined for evaluation to allow the development of feasible phasing options as well as development of costs for each. The preliminary design shall reflect structure type, pump combination and sizes, ancillary facilities (standby power, chemical facilities, etc.) construction methods where appropriate, component sizes, provisions for future phases if warranted, and space requirements for construction and operations.
- m. The Engineer shall complete hydraulic modeling of the raw water intake and pumping facilities to define the required intake and piping sizes and configurations, as well as the number and size of pumps required for the range of water capacity requirements. The Engineer shall coordinate the work with the WTP Water Treatment Facility Consultant to establish the assumed boundary conditions for discharge of raw water at the treatment facility and raw water facility phasing.
- n. The Engineer shall conduct two (2) workshops during the evaluation of the intake and raw water transmission alternatives for the purpose of providing updates to the Partners and seeking input as the alternatives development progresses.

- o. The Engineer shall complete a bathymetric survey of the portion of the lake where intake facilities are proposed.
- p. The Engineer shall complete geotechnical investigations to provide a general characterization of subsurface conditions at the proposed intake and raw water pump station location and along the tunnel connecting these structures if warranted. The geotechnical data will be used for initial design, assessment of pump station shaft and tunnel construction methods, and a developing preliminary level construction cost estimate and schedule.
 - i. The Engineer shall perform subsurface investigations at the potential location of the intake, raw water pump station shaft and tunnel that includes seven borings, ranging from 25 to 85-feet deep. Four boring to be land-based and three borings off-shore requiring a barge. Standard Penetration (SPT) soil borings will be performed to auger refusal followed by rock coring in each boring. Soil and rock samples will be selected for laboratory testing to determine engineering properties and aid material classification. Packer testing will be performed in selected borings to determine in-situ permeability of the sedimentary strata. Surface mapping will be undertaken where possible to aid stratigraphical correlation and determining structural characteristics of the bedrock.
- q. The Engineer shall employ Hazen – Converge, a spreadsheet-based multi-criteria decision support tool (MCDST), for the comparison of intake and raw water pumping alternatives developed. The Engineer shall conduct a workshop with the Partners, WIP Program Manager and WIP Environmental Permitting Consultant to define the criteria to be incorporated into the decision tool, as well as the weights assigned for each. The criteria shall align with Partner’s sustainability objectives and the application of Envision. Following the application of the MCDST, the Engineer shall conduct a workshop with the Partners to review the results of the analysis.
 - i. MCDST output and supporting documentation describing the criteria, weighting and factors incorporated into the evaluation process will be provided to the Partners for use to support Environmental Permitting process.
- r. The Engineer shall leverage the findings of the hydrodynamic modeling and water quality evaluation efforts defined above in paragraph 5 to inform the preliminary design of a hypolimnetic oxygenation system (HOS). Engineer’s subconsultant shall develop the preliminary design concept to include system footprint, air line quantity and layout, appropriate gas bubble diameter, and preferred oxygen source/system (LOX, compressed air, etc.). This design effort shall only be completed if the evaluation efforts completed above determine the HOS is appreciably beneficial to meeting WQ goals relative to the cost of its implementation and subsequent operation.
- s. The Engineer shall collaborate with WIP Program Manager and other WIP engineering and permitting consultants regarding coordination with pertinent federal and state level jurisdictional authorities as required for lake access to complete necessary in-situ investigations. Engineer shall also coordinate proposed intake and on-shore pump station concepts with these authorities for review, comment and ultimate approval of the new

raw water infrastructure; WIP Environmental Permitting Consultant shall facilitate these meetings and communications with federal and state level jurisdictional authorities.

- t. The Engineer shall develop a Class 4 opinion of probable Construction Cost in accordance with the AACE Classifications for the purpose of comparing raw water intake transmission main and pumping alternatives. The alternatives and their costs shall reflect phasing of raw water elements where warranted.
- u. The Engineer shall develop a Technical Memorandum summarizing the evaluations, findings and recommendations for the intake and raw water transmission facilities.

6. Application of Envision for Sustainability

- a. The Engineer shall lead an eight (8)-hour kick-off workshop, split into four two (2)-hour sessions, with the Partners, WIP Program Manager and other WIP design and permitting consultants for the purpose of verbally reviewing each of the 64 Envision Credits, discuss the Credit intent and detailed requirements, and establish which Credits the owner desires to target during Preliminary Design phase through the end of construction of the Intake Transmission Infrastructure project. The Engineer shall facilitate the workshop and utilize Envision Version 3 to guide discussion with the participants. Following workshop discussions, the Partners shall determine if pursuit of an Envision Verification and Award is desired. The Engineer shall document the workshop discussion in a memorandum. The memorandum shall document key discussion points from the workshop, and designate which Credit-specific action items relevant to the Preliminary Design phase. The memorandum will also assign Credit-specific action items to the appropriate Partners and other entities involved in the Program.
- b. Allowance: This allowance item shall be utilized should 1) the Partners elect to pursue Envision Verification and Award is desired following the Envision kick-off workshop, or 2) the WIP Partners do not elect to pursue Envision Verification and Award yet desire to act upon Credit-specific action items (relevant to the Preliminary Design phase) to accomplish non-Envision related goals/initiatives. The Engineer shall facilitate Credit-specific action items identified in the memorandum following the kick-off workshop. The Engineer shall take responsibility for Credit-specific action items assigned to the Engineer in the memorandum, and provide guidance for Credit-specific action items assigned to Partners and other entities involved in the Program. The Engineer shall conduct quarterly workshops for the purpose of reviewing the project progress against the Credit-specific action items. The Engineer shall lead an 8-hour Envision deep dive workshop near completion of the Preliminary Design phase to review Credits and Credit-specific action items to determine compliance or target adjustment for subsequent project phases. This workshop will be split into two 4-hour segments and be administered on two days (consecutive or non-consecutive).

7. Permitting and Approvals

- a. The Engineer shall identify in a comprehensive list the local, state and federal permit and approval requirements for each of the project elements recommended for the intake and transmission facilities. The Engineer shall identify for each permit/approval the durations for securing the same, the application costs for each, the interdependencies with other Program elements and the risks that can be defined for securing each.
- b. The permitting and approvals shall be summarized in a Technical Memorandum.
- c. The Engineer shall collaborate with the Partner's Environmental Permitting Consultant in defining the state and federal environmental permitting requirements, and shall provide permitting support by way of providing technical data, drawings, narratives, and other materials or information required to support the permitting processes.

8. Project Schedule/Phasing/Sequencing

- a. The Engineer shall maintain a project schedule for the intake and transmission components of the project. The schedule shall include those tasks for which the Engineer is providing under this contract, as well as subsequent tasks required through facility construction. The schedule shall be updated monthly to reflect project status and further clarity the Engineer develops during Project completion. The Engineer will collaborate with the WIP Management Team to ensure key project milestones are captured in the master schedule for the Program and align with the other Program elements.

The following is the schedule of key tasks and durations for completion:

Task	Time to Completion from NTP
Define Water Capacity Requirements	90 days
System Specific Modeling	140 days
Transmission System Modeling	310 days
Finished Water Route Evaluation	335 days
Preliminary Design – Finished Water Transmission	690 days
Initial Raw Water Quality Scenario Modeling	230 days ⁽¹⁾
Final Raw Water Quality Scenario Modeling	310 days ⁽¹⁾
Water Supply OASIS Modeling	90 days

Develop and Evaluate RWPS/Intake Alternatives	250 days
Finalize RWPS/Intake Concepts	365 days
Develop Final Recommendations, Phasing, Costs and Draft Preliminary Engineering Document	475 days
Finalize Preliminary Engineering Deliverable	560 days

Note: 1) The schedule reflects initiating the optional modeling work within the initial 30 days of the Notice to Proceed. Initiating the optional modeling work at a later date will require a mutually agreeable revision to the schedule for this task and other dependent tasks.

- b. The Engineer shall reflect key project phasing and sequencing assumptions in the project schedule and identify interdependencies with other Program elements.
- c. The Engineer shall develop and maintain the schedule in Microsoft Project.

9. Outreach

- a. The Engineer shall support the Partners and WIP management team with the program's communication and outreach initiatives by providing project descriptions, schedules, maps, etc. as required.
- b. The Engineer shall attend community outreach meetings for the Program and support the delivery of technical content related to the intake and transmission facilities. It is assumed four (4) meetings will occur related to overall Program outreach and communications. It is assumed these meetings will be conducted and hosted by the Partners, WIP Program Manager, or WIP Environmental Permitting Consultant.

10. Project Meetings and Workshops

- a. The Engineer shall conduct a project kick-off meeting for the purpose of reviewing the scope, establishing lines of communication, reviewing the project schedule, and establishing the level of participation the Partners desire in meetings and workshops.
- b. The Engineer shall conduct monthly Progress Meetings for the purpose of reviewing project status, ongoing activities, specific needs or information required for project execution, required coordination with other consultants, stakeholder coordination and pending activities. It is assumed presentation of technical topics will generally occur in workshops or targeted meetings outside of progress meetings.
- c. The Engineer shall conduct periodic meetings with WIP Program Manager and other WIP design and permitting consultants, both in person and virtually for the purpose of coordination specific project elements and technical matters.

- d. The Engineer shall conduct the following workshops for the purpose of reviewing deliverables or at key decision points required for subsequent tasks. The list of workshops anticipated and reflected within the detailed project scope and the target durations for each are listed below.

Workshops	Duration
Review Demand Data and Preliminary Assumptions (1.d)	1.5 hr
Individual System Connection Point Review (2.a.i) (4 each)	1.5 hr ea
Initial Individual System Modeling Review (2.a.ii) (4 each)	1.5 hr ea
Individual System Modeling Review (2.a.iii) (4 each)	2.0 hr ea
Review of Functional Options for Water Transmission (2.b.i)	1.5 hr
Review of Combined Transmission Alternatives for Evaluation (2.b.ii)	1.5 hr
Review of Combined Transmission Modeling Results (2.b.iii)	2.0 hr
Finished Water Transmission Route Development Review (3.a)	2.0 hr
Finished Water Transmission Alternatives Review (3.j) (2 each)	2.0 hr ea
Multi-criteria Evaluation of Transmission Routes (3.n) (2 each)	1.5 hr
In-Lake Raw Water Quality Evaluation Review (5.g) (5 each)	1.5 hr ea
Initial Intake and Raw Water Pumping Scenario Development (5.k.i)	2.0 hr
Intake and Raw Water Pumping Alternative Review (5.m) (2 each)	2.0 hr ea
Multi-criteria Evaluation of Intake and Raw Water Transmission (5.o) (2 each)	1.5 hr
Envision Kick-off Workshop (6.a) (4 each)	2.0 hr ea
Envision Workshops During Preliminary Design (6.b) (6 each)	1.5 hr ea
Envision Workshops at the Conclusion of Preliminary Design (6.b) (2 each)	4.0 hr ea
Review of draft Technical Memoranda (multiple)	1.5 hr ea

- e. The Engineer shall develop agendas and meeting summaries for Progress Meetings and Workshops and distribute draft and final versions of each to meeting participants.
- f. The Engineer shall schedule and conduct stakeholder meetings required for completion of the tasks herein. Stakeholders shall include but not be limited to the USACE, NCDOT, local jurisdictions, Duke Progress Energy, and private utility providers.)

11. Deliverables

The Engineer shall develop the following deliverables. Each shall be submitted in a draft format, and be finalized following a review of each by the Partners. The Engineer shall compile the final technical memorandum into a single document with an executive summary to serve as the Preliminary Engineering Document for the project. It is assumed the draft Preliminary Engineering Document will be delivered to the Partners digitally and the final version of the document will reflect comments from the Partners and be delivered digitally and fifteen (15) hardcopies of the document will be provided for distribution amongst the Partners.

Deliverables
Water Capacity Technical Memorandum (1.e)
Partner Specific System Performance Technical Memorandum (2.a.v) (4 each)
Finished Water Transmission Modeling Technical Memorandum (2.b.viii)
Geotechnical Report (3.e.iv to 3.e.vii and 5.q.i)
Finished Water Transmission Route Memorandum (3.q)
Preliminary Transmission Design/Easement Requirements Drawings (4.b)
In-Lake Raw Water Quality Evaluations Technical memorandum (5.j)
Intake and Raw Water Transmission Facilities Technical Memorandum (5.r)
Envision Kick-off Workshop Summary Memorandum (6.a)
Permitting and Approvals Memorandum (7.b)
Project Schedule (8.a)
Compilation of Technical Memorandum and Executive Summary

12. Exclusions

The following items reflect specific tasks that are not included in the scope and fee without further negotiations for the scope and fee associated with each and subsequent contract amendment(s).

- a. The Engineer will not be required to develop population and/or demand projections. The basis of planning will be defined by prior reported projections or guidance provided by the Partners. The Engineer will not be required to redistribute existing or future demands within the Partner's systems using billing data. It is assumed existing and future demand allocations within the models will be used. Global demand factors within each system's model may be applied to existing or future demands with the model to achieve desired demand conditions. If it is discovered a Partner's system warrants application of something other than global demand factors to adjust existing or future demand

- conditions, a more detailed analysis will be authorized separate from the current scope of work.
- b. The Engineer will not be required to evaluate individual systems for operational or capital improvements required to improve the performance of the systems beyond those that are made known to the Engineer in advance of the modeling work and incorporated into the models.
 - c. The Engineer will note water age and water quality concerns within the combined system model; however, system specific evaluations to address water age or water quality concerns is not assumed to be required.
 - d. Route evaluations for required individual system improvements identified in the modeling are not included in the project scope.
 - e. It is assumed the initial screening of alternate water treatment plant sites included in task 3.a will reveal a preferred site on which the hydraulic evaluations and other preliminary engineering evaluations can be based. The Engineer shall not be required to complete subsequent preliminary evaluations for multiple water treatment plant sites.
 - e. The development of easement plats and assistance with easement acquisition.
 - f. The Engineer will not be required to develop preliminary design layouts for the clearwell and high service pumping.
 - g. Preliminary Design Phase services required of the Engineer under Paragraph A.1.02 are defined in Paragraph 4 of this Attachment A-1. The preliminary and conceptual design related to the intake, raw water pump station, booster pumping facilities and water storage facilities are intended to include sufficient detail to allow an evaluation and comparison of alternatives and define the general layout of the facilities considered as required under Paragraph A.1.01. Advancement of the recommended alternatives to include design preferences related to manufacturer preferences, architectural details, structural design, electrical systems, HVAC and plumbing systems and instrumentation and controls are not included scope of work under Paragraphs A.1.01 or A.1.02.

13. Assumptions

The following items reflect assumptions upon which the scope of services is based, in addition to other assumptions stated in the scope tasks and Exclusions:

- a. Scope of services tasks identified as “Optional Tasks” are included in the base services but shall be required to be authorized in writing by the Owner’s Representative prior to execution of defined services. Specifically, Partners may elect to authorize Task 5.d Hydrodynamic Modeling if they determine these services are needed to locate the water intake structure and intake elevations, following review of available water quality data collected by others and any data collected under (Task 5.f). It is assumed the initial discussion related to the Engineer’s review of available data and the need for optional modeling services will occur within 30 days of written Notice to Proceed and subsequent discussions of further data review can be scheduled as mutually agreed by the Engineer and Partners.
- b. Collaboration is expected between the WIP project consultants (including Engineer, WIP Water Treatment Facility Consultant, WIP Environmental Permitting Consultant and WIP Governance Consultant) as each completes its Scope of Services.
 - i. The WIP Program Management Plan provides guidance for administrative procedures and standard decision tools which will be applied to the WIP program.

- ii. WIP project consultants shall utilize the program SharePoint site to share documents and data with the Partners, WIP Program Manager and other WIP consultants.
 - iii. Consultants will meet on a monthly basis to review project progress and coordination needs.
 - iv. Coordination needs and potential points of overlap may develop between WIP project consultants in the execution of projects. Engineer (or other WIP project consultants) shall notify WIP Program Manager promptly of coordination needs with the Partners, WIP Program Manager or other WIP consultants) which develop in the course of executing their scope of services. As required, the WIP Program Manager will assist the consultants in resolving questions related to coordination requirements or scope of services boundaries. Issues and resolutions will be documented in writing.
- c. One possible connection alternative to be considered for delivery of finished water from the project to Orange Water and Sewer Authority (OWASA) is through existing interconnections between OWASA and City of Durham.
 - d. Available GIS data for environmental features in project areas (including existing streams and wetlands, threatened and endangered species, cultural/historical areas and hazardous sites) will be provided to Engineer and managed by the WIP Environmental Permitting consultant.
 - e. Environmental factors and environmental evaluation criteria for screening and evaluation of transmission main site and route alternatives, including for MCDST, and for evaluation of intake options and hypolimnetic aeration system, will be developed in collaboration with the WIP Environmental Permitting Consultant. An initial list of these factors and criteria will be provided to Engineer by the WIP Environmental Permitting Consultant.
 - f. Key stakeholders for intake and route alternatives shall be identified in collaboration with the Partners, WIP Program Manager and WIP Environmental Permitting Consultant. Outreach to be conducted directly by Engineer is limited to site access needs. Outreach to stakeholders and property owners along route alternatives to be accomplished in collaboration with WIP Program Manager as defined in this Scope of Services.

Attachment BC-1-2A, Compensation Summary, Basic and Optional Services

Task	Base Scope					Optional Tasks					Total Fee
	Hours	Labor Cost (\$)	Sub-Consultant Costs (\$)	Direct Expenses (\$)	Base Fee (\$)	Hours	Labor Cost (\$)	Sub-Consultant Costs (\$)	Direct Expenses (\$)	Optional Tasks Fee (\$)	
1. Water Capacity Requirements	121	\$21,504	\$0	\$100	\$21,604						\$21,604
2. Finished Water Transfer Alternatives	1,540	\$294,468	\$0	\$600	\$295,068						\$295,068
3. Finished Water Main Route Alternatives											
Subtotal 3.a-3.q, Finished Water Main Alternatives	4,842	\$825,342	\$0	\$900	\$826,242						\$826,242
Subtotal 3.r, Subconsultant Services	0	\$0	\$423,450	\$0	\$423,450						\$423,450
4. Preliminary Design Finished Water Transmission Main	2,146	\$315,062	\$336,000	\$0	\$651,062						\$651,062
5. In-Lake Raw Water Evaluations, Intake Siting and Alternatives Evaluation											
Subtotal 5.d-5.j, Raw Water Quality Evaluations	1,093	\$152,245	\$189,000	\$800	\$342,045	343	\$87,097	\$229,781	\$200	\$317,078	\$659,123
Subtotal 5.k-5.u, Raw Water Intake and Pump Station Evaluations	1,526	\$270,631	\$201,400	\$1,200	\$473,231						\$473,231
6. Application of ENVISION for Sustainability	176	\$104,971	\$0	\$1,000	\$30,525	416	\$74,446	\$0	\$1,000	\$75,446	\$106,971
7. Permitting and Approvals	178	\$29,663	\$0	\$500	\$30,163						\$30,163
8. Project Schedule/Phasing/Sequencing	268	\$50,654	\$0	\$0	\$50,654						\$50,654
9. Outreach	280	\$68,713	\$0	\$2,500	\$61,213						\$61,213
10. Project Meetings and Workshops	610	\$133,209	\$0	\$3,600	\$136,809						\$136,809
Totals	12,780	\$2,482,016	\$1,149,850	\$11,200	\$3,343,066	759	\$161,543	\$229,781	\$1,200	\$392,524	\$3,735,590

**LETTER OF AGREEMENT #3 FOR
THE WESTERN INTAKE PARTNERSHIP
WATER INTAKE AND TRANSMISSION INFRASTRUCTURE
PRELIMINARY ENGINEERING PROJECT**

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and Orange Water and Sewer Authority entered into the Memorandum of Agreement (“Agreement”) for the Western Intake Partnership (“WIP”) on or about June 2019; and into Amendment #1 to the Agreement (“Agreement Amendment #1”) on or about September 2020; and

WHEREAS, the City of Durham as the Lead Agency entered into a contract on August 25, 2021, with Hazen and Sawyer for the WIP Water Intake and Transmission Infrastructure Preliminary Engineering Project (attached) in accordance with Sections 2 and 5 of the Agreement; and

WHEREAS, in accordance with Section 4 of the Agreement a Partner may decline to participate in a Project in which case the Partners will memorialize who is and who is not participating, and what the revised cost shares are for the Participating Partners, by a letter of agreement signed by the members of the Management Team.

NOW, THEREFORE, for and in consideration of the recitals in this Letter, and the Agreement, the Parties agree as follows:

- 1) Water Intake and Transmission Infrastructure Preliminary Engineering Project Cost. The maximum total cost of the contract with Hazen and Sawyer for the WIP Water Intake and Transmission Infrastructure Preliminary Engineering is \$3,735,590. A budget of \$373,500 has been established for any contingencies for this project. The total maximum project cost is, therefore, \$4,109,090.
- 2) Water Intake and Transmission Infrastructure Preliminary Engineering Project Participation. Participation in the WIP Water Intake and Transmission Infrastructure Preliminary Engineering Project is as follows.
 - a) Participating Partners: City of Durham, Chatham County.
 - b) Declining Partners: Town of Pittsboro, Orange Water and Sewer Authority (“OWASA”).
- 3) Cost Shares. Cost shares are based on Jordan Lake water supply storage allocation.
 - a) Cost shares for full participation, i.e., without any declining partners, would be as follows.

	Jordan Lake Allocation	Cost Share	Total Contract Maximum & Contingency
City of Durham	16.5	40.74%	\$1,674,043.27

Western Intake Partnership Letter #3

Chatham County	13	32.10%	\$1,319,017.89
Town of Pittsboro	6	14.81%	\$ 608,556.23
Orange Water & Sewer Authority	5	12.35%	\$ 507,472.62
Total	40.5	100.00%	\$4,109,090.00

b) Cost shares in consideration of the Declining Partners are as follows.

	Jordan Lake Allocation	Cost Share	Total Contract Maximum & Contingency
City of Durham	16.5	55.93%	\$2,298,214.04
Chatham County	13	44.07%	\$1,810,875.96
Town of Pittsboro	6	0%	\$ 0
Orange Water & Sewer Authority	0	0%	\$ 0
Total	29.5	100.00%	\$4,109,090.00

c) Declining Partner, Later Participation. In accordance with Section 4 of the Agreement, should Town of Pittsboro and/or OWASA later choose to participate in the WIP Water Intake and Transmission Infrastructure Preliminary Engineering Project, Town of Pittsboro and/or OWASA must first reimburse the Participating Partners any costs Town of Pittsboro and/or OWASA avoided by declining to participate initially, plus interest calculated to accrue at the rate of 5% per year.

4) Invoicing. In accordance with Section 5 of the Agreement, the City of Durham will invoice each Participating Partner for its share of the costs as the City of Durham is invoiced by Hazen and Sawyer under the WIP Water Intake and Transmission Infrastructure Engineering contract, and each Participating Partner will pay the invoice within 30 days.

Western Intake Partnership Letter #3

Dan LaMontagne, County Manager
Chatham County

ATTEST: _____

Western Intake Partnership Letter #3

Donald F. Greeley, Director
City of Durham Department of Water Management

ATTEST: _____

Western Intake Partnership Letter #3

Todd Taylor, Executive Director
Orange Water and Sewer Authority

ATTEST: _____

Western Intake Partnership Letter #3

Chris Kennedy, Town Manager
Town of Pittsboro

ATTEST: _____



Chatham County, NC

Text File

File Number: 21-4132

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Resolution

Agenda Number:

Vote on a request to adopt a resolution for the addition of streets or roads to the North Carolina system of secondary roads for Windfall Creek Subdivision Phase 2-3.



CHATHAM COUNTY COMMISSIONERS

Mike Dasher, Chair
Diana Hales, Vice Chair
Jim Crawford
Franklin Gomez Flores
Karen Howard

COUNTY MANAGER

Dan LaMontagne

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

Established 1771

Resolution of the Chatham County Board of Commissioners

FOR THE ADDITION OF STREETS OR ROADS TO THE NORTH CAROLINA SYSTEM OF SECONDARY ROADS

WINDFALL CREEK SUBDIVISION PHASES 2-3

WHEREAS, Chatham County wishes to cooperate in any way possible with the North Carolina Department of Transportation, Division of Highways, to place streets and roads within the County on the North Carolina System of Secondary Roads, operated and maintained by the North Carolina Department of Transportation; and

WHEREAS, Windfall Creek Drive is from the centerline intersection of SR 1899 Ocoee Falls to the centerline intersection of Swaying Trees Court, 0.204 miles, 1078 feet

WHEREAS, Swaying Trees Court is from the centerline intersection of Windfall Creek Dr to the centerline of cul-de-sac, 0.094 miles, 497 feet

WHEREAS, Gentle Winds Drive is from the centerline intersection of Windfall Creek Dr to the centerline of cul-de-sac, 0.238 miles, 1258 feet

NOW, THEREFORE, BE IT RESOLVED, that the Chatham County Board of Commissioners request that subject streets, Windfall Creek Drive, Swaying Trees Court, and Gentle Winds Drive be added to the North Carolina System of Secondary Roads upon meeting all criteria as established by the Department of Transportation

Adopted, this the ____ day of _____.

Mike Dasher, Chairman
Chatham County Board of Commissioners

ATTEST:

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



Chatham County, NC

Text File

File Number: 21-4128

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Resolution

Agenda Number:

Vote on a request to adopt a Resolution of Support To Create and Join the Capital Area Workforce Development Board

**RESOLUTION OF SUPPORT
TO CREATE AND JOIN THE CAPITAL AREA WORKFORCE DEVELOPMENT BOARD**

WHEREAS, currently, the Counties of Chatham, Harnett, Lee, and Sampson jointly cooperate to provide workforce development services through the Triangle South Workforce Development Area/Workforce Development Board; and

WHEREAS, currently, Central Carolina Community College serves as the grant administrator for the Triangle South Workforce Development Area/Workforce Development Board; and

WHEREAS, in cooperation with Wake County, Johnston County, and Central Carolina Community College, Chatham County wishes to help facilitate the formation of new regional workforce development area/workforce development board; and

WHEREAS, Chatham County desires to become a member of this new regional local workforce development area/workforce development board, to be known as the Capital Area Workforce Development Board; and

WHEREAS, based on communications with Central Carolina Community College and the Capital Area Workforce Development Board, Chatham County desires the Capital Area Workforce Development Board to continue as the grant administrator for the Capital Area Workforce Development Area; and

WHEREAS, it is understood that the formation of the new regional workforce development area/workforce development board will take place on or before July 1, 2022.

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

1. Chatham County desires to be member of the Capital Area Workforce Development Board.
2. Chatham County desires that the Capital Area Workforce Development Board continue as the grant administrator for the Capital Area Workforce Development Area/Board.
3. Chatham County will work cooperatively with Wake County, Johnston County, Lee County, Central Carolina Community College, and the Triangle Workforce Development Board to ensure a smooth transition of workforce development services and administration from Triangle South Workforce Development Area/Workforce Development Board to the Capital Area Workforce Development Area/Workforce Development Board.
4. This resolution authorizes the Chairman of the Chatham County Board of Commissioners to perform the duties as the County's Chief Elected Official and to assist with this this transition.

Adopted this the 20th day of December, 2021.



Chatham County, NC

Text File

File Number: 21-4133

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Appointment

Agenda Number:

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

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

Introduction & Background: Lillian Alston, Peter Hewitt, and Leonard Kreisman are all eligible for reappointment to the Board of Equalization and Review.

Discussion & Analysis: Ms. Alston, Mr. Hewitt, and Mr. Kreisman all wish to be appointed to a three year term expiring December 31, 2024.

How does this relate to the Comprehensive Plan:

Budgetary Impact:

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



Chatham County, NC

Text File

File Number: 21-4134

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Appointment

Agenda Number:

Vote on a request to appointment Amy Fulford to the Agriculture Advisory Board.

Action Requested: Vote on a request to appointment Amy Fulford to the Agriculture Advisory Board.

Introduction & Background: The Agriculture Advisory Board reviewed applications and request that the Board of Commissioners approve Amy Fulford to fill a partial term expiring June 30, 2023.

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Budgetary Impact:

Recommendation: Motion to appointment Amy Fulford to the Agriculture Advisory Board.



Chatham County, NC

Text File

File Number: 21-4118

Agenda Date: 12/20/2021

Version: 1

Status: Board Priorities

In Control: Human Resources

File Type: Agenda Item

Agenda Number:

Award 2021 Employee of the Year to Cristal Ocampo Ruiz, Chatham County Public Health Department - Siler City Clinic, Foreign Language Interpreter & Immunization Tracking Coordinator

Action Requested: Award 2021 Employee of the Year to Cristal Ocampo-Ruiz, Chatham County Public Health Department - Siler City Clinic, Foreign Language Interpreter & Immunization Tracking Coordinator

Introduction & Background: Cristal Ocampo Ruiz started at the Chatham County Public Health Department on May 31, 2016 as a Processing Assistant at the Siler City Clinic. On August 17, 2020, she transferred to the Interpreter position. Cristal was nominated by Zach Deaton, Clinical and Community Health Services Division Director. According to Deaton's nomination:

I would not be able to do my job, and the Public Health Department would not be able to function, without the work of Cristal Ocampo-Ruiz. She is on the ball as the lead foreign language interpreter and document translator for CCPHD and always provides good, clean translations for me to use in the massive amount of communications we do. She was also a critical part of the planning discussion we had about translations earlier this year.

I don't experience this side of it much, but she also picked up the role of Immunization Tracking Coordinator this year. That's a lot of hours and time spent calling and doing due diligence to ensure the young folks in Chatham are immunized. Cristal is also very involved in our outreach efforts, specifically to our sizable Hispanic/Latinx community.

She may not be the flashiest choice for Employee of the Year, but she is definitely deserving. Our folks who provide translation/interpreting mean we can be more equitable in our services, and that's a facet of our work we can't really quantify. Of course, we can count how many clients we serve in our clinic who need interpreter services, but we can't count how many are reached, educated, and served by material translations, or simply know that we exist and we can serve our entire county because of folks like Cristal.

Discussion & Analysis: Presentation will be given at the regular session of the December 20, 2021 Board of Commissioners meeting.

Budgetary Impact: None

Recommendation: Award Employee of the Year to Cristal Ocampo Ruiz



Employee of the Year Nomination Form

Chatham County, NC

Submitted On:
October 25, 2021 4:26pm
America/New_York

Email	zachary.horner@chathamcountync.gov
Nominee's Full Name	Cristal Ocampo-Ruiz
Nominee's Title/Position	Foreign Language Interpreter/Immunization Tracking Coordinator
Nominee's Department/Office	HEALTH DEPARTMENT
Nominee's Supervisor	Zach Deaton
Reason for Nomination (If attaching a document instead, please write See Attachment below and use Upload File Box.)	<p>I would not be able to do my job, and the Public Health Department would not be able to function, without the work of Cristal Ocampo-Ruiz. She is on the ball as the lead foreign language interpreter and document translator for CCPHD and always provides good, clean translations for me to use in the massive amount of communications we do. She was also a critical part of the planning discussion we had about translations earlier this year.</p> <p>I don't experience this side of it much, but she also picked up the role of Immunization Tracking Coordinator this year. That's a lot of hours and time spent calling and doing due diligence to ensure the young folks in Chatham are immunized. Cristal is also very involved in our outreach efforts, specifically to our sizable Hispanic/Latinx community.</p> <p>She may not be the flashiest choice for Employee of the Year, but she is definitely deserving. Our folks who provide translation/interpreting mean we can be more equitable in our services, and that's a facet of our work we can't really quantify. Of course we can count how many clients we serve in our clinic who need interpreter services, but we can't count how many are reached, educated and served by material translations, or simply know that we exist and we can serve our entire county because of folks like Cristal.</p>
Upload File To Box	
Your Full Name	Zachary Horner



Chatham County, NC

Text File

File Number: 21-4124

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Receive the Annual State of the County Report



Chatham County, NC

Text File

File Number: 21-4131

Agenda Date: 12/20/2021

Version: 1

Status: Agenda Ready

In Control: Board of Commissioners

File Type: Resolution

Agenda Number:

Vote on a request to adopt A Resolution Honoring Chatham's Bard, George Moses Horton

A Resolution Honoring Chatham’s Bard, George Moses Horton

Whereas, the Chathamite George Moses Horton achieved distinction in 1829 when publication of his collection of poetry, *The Hope of Liberty*, made him the first African-American man to have a book printed and distributed in the antebellum South. And further, that he published two additional collections: *The Poetical Works* in 1845 and *Naked Genius* in 1865.

And whereas, despite the fact that his society denied him any formal education, he began verbally composing verse as a teenager, selling love poems to students at the University in Chapel Hill and to passersby at the community market, and eventually taught himself to read and write at the age of thirty-four.

And whereas, Horton’s poetry celebrated not only his love of people and the natural beauty of Chatham County but also his desire for freedom, writing: “Alas! And am I born for this, To wear this slavish chain?/ Deprived of all creative bliss, Through hardship, toil and pain!/ How long have I in bondage lain, And languished to be free!/ Alas! And must I still complain—Deprived of liberty./ Oh, Heaven! And is there no relief, This side of the silent grave—to soothe the pain—to quell the grief, And anguish of a slave?”

And whereas, George Moses Horton was held in bondage by the family of William Horton from his birth in 1798 to the time of national emancipation in 1865, despite his efforts to purchase himself from servitude with money earned by his talent; and he lived only the last seventeen years of the eighty-five years of his life as a free man.

And whereas, he is the namesake of Horton Middle School (built to serve as a high school during the era of racial segregation), was honored with June 28 being designated as George Moses Horton Day in 1978 by the county, became Chatham’s historic poet laureate in 1997, and was elected to the North Carolina Literary Hall of Fame in 1996, we can do more to celebrate his life, work, and inspiration.

Therefore, be it resolved that the Chatham County Board of Commissioners shall rename the 15-501 U.S. highway from the north boundary of Pittsboro to the Orange County line “North George Moses Horton Boulevard;” and it shall name the 15-501 highway from the south boundary of Pittsboro to the Deep River and Lee County line “South George Moses Horton Boulevard.”

It is further resolved, that the Chatham County Board of Commissioners formally asks the town board of Pittsboro to likewise rename Sanford Road and Hillsboro Street to honor George Moses Horton and thereby provide consistency for this central byway of our home.



Chatham County, NC

Text File

File Number: 21-4105

Agenda Date: 12/20/2021

Version: 1

Status: Board Priorities

In Control: Environmental Quality

File Type: Agenda Item

Climate Change Advisory Committee 10 Recommendations

Action Requested: Receive Climate Change Advisory Committee recommendations.

Introduction & Background: The Climate Change Advisory Committee (CCAC) has been working over the last several months on a set of 10 recommendations for the county to help mitigate the effects of climate change or help the county become more resilient to the changing climate. A preview of these 10 recommendations was presented as part of the CCAC annual report to the Board of Commissioners on November 1, 2021.

Discussion & Analysis: Climate Change is a global issue that will affect Chatham County. These recommendations are strategies that can help Chatham remain carbon neutral and do our part to reduce the effects of climate change. The CCAC realizes that some of these recommendations are currently being implemented and mentions them as a way to encourage the county staff to continue their efforts. The recommendations generally fall into one of two categories: sequestration of existing greenhouse gasses in the atmosphere and reducing the production of greenhouse gasses. Additionally, CCAC recommends that a system be developed to track and report the results of these efforts to the public.

How does this relate to the Comprehensive Plan: There are many examples in Plan Chatham, with perhaps the most relevant being the goal to "Become a Carbon Negative County."

Budgetary Impact: Impact to the budget will vary depending on the recommendation and extent to which they are implemented.

Recommendation: Receive the Climate Change Advisory Committee recommendations.



CCAC Suggestions for a Chatham County Climate Action Plan 2021

*10 Recommendations from the Climate Change Advisory Committee to Preserve
and Protect the County's Natural Resources and Quality of Life*

Big Idea: “Become a Carbon Negative County”

The County is currently roughly carbon neutral, but emissions may increase over time with population growth, carbon sinks may be reduced due to development

- ❖ The 2020 County Greenhouse Gas (GHG) Inventory showed
 - GHG emissions exceeded **900,000 CO₂E***
 - The largest emission category was transportation, followed by industrial, residential, and commercial energy use
- ❖ The Inventory estimates over **1.1 million CO₂E** (with significant uncertainty) was removed or “sequestered” by “**carbon sinks**”, e.g., soils, forests, grasses, etc.
 - Inventory: 65% forest, 17% canopy outside forest (~80% total)

*/ Carbon equivalent metric tons, the common unit of greenhouse gas emissions

Sequestration and Regeneration

- Trees .. “help clean our air, provide us with oxygen, clean our drinking water .. and help reduce climate change” (Arbor Day Foundation)
- Regenerative agriculture .. “can repair (soil) and sequester carbon” (Arizona State University)

#1 - Conserve, Protect Sensitive Lands



The County established the Big Idea to “permanently protect 20,000 acres of additional land by 2040” (Plan Chatham, 2017)

- ❖ **Project #1: Develop Strategy to protect County lands for carbon sequestration, water quality, and habitat protection - June 2022**
 - Identify sensitive areas to be protected (+20,000 acres, ~5%)
 - Establish mechanisms to obtain land or otherwise ensure the land is legally protected from disturbance
 - Set interim goals for acres protected, e.g., 2025, 2030, and 2035
 - Could Voluntary Agricultural District (VAD) be a model?
 - Make Strategy public

Project 1 continued - Conserve Lands



Plan: “...actively work to create a connected system of public and privately owned lands that maintain key ecosystem services and are sensitively integrated into well-designed development.”

- ❖ Where to start? Areas that ..
 - Help maintain water quality in Jordan Lake, streams, rivers
 - Serve as key habitat areas,
 - Serve as carbon sinks due to nature of the vegetation
- ❖ Public process to identify possible areas?

#2 - Conserve, Protect the County's Trees

Plan Strategy 2.2. Encourage development design to preserve forest cover and additional uplands.

- ❖ **Project #2: Tree Protection Ordinance and/or other means to protect trees during development, including heritage trees - 2023**
 - Draft provisions based on NC Forest Service guidelines*, possibly as part of UDO
 - Include provisions to set “minimum canopy standards”
 - Fees for program administration, tree planting projects, etc.
 - Set a goal to maintain tree coverage at 80% county-wide

*/ Developing Tree Protection Ordinances in North Carolina 2017. Committee has produced an initial draft using the guide.

3 - Summit on Sustainable, Regenerative Agriculture



Plan Chatham AGR Strategy 3.2 is to “..promote and encourage sustainable agriculture practices to help support the long term economic viability of agricultural operations in the County”*

- ❖ **Project #3: County to sponsor a summit with a focus on climate, regenerative agriculture, and land preservation - 2022**
 - Build on current work of the County Extension services
 - County staff and interested advisory committees to collaborate on agenda
 - Focus on agriculture as part of the climate solution

4 - Learning Areas in Parks and Greenways



Plan Chatham Parks and Recreation Strategy 1.6 is to incorporate environmental and cultural education in to existing parks and greenways.

- ❖ **Project #4: In cooperation with the CCCC and other interested organizations, establish 10 carbon management demonstration gardens in parks and greenways - 2030**
 - Feature regenerative techniques such as use of grasses and other land covers for farms and homeowners
 - Demonstrate use of equipment such as roller crimpers
 - County may need to purchase some equipment
 - Educational programs and eco-tours
 - “How to get started” demo’s for gardens, small farms

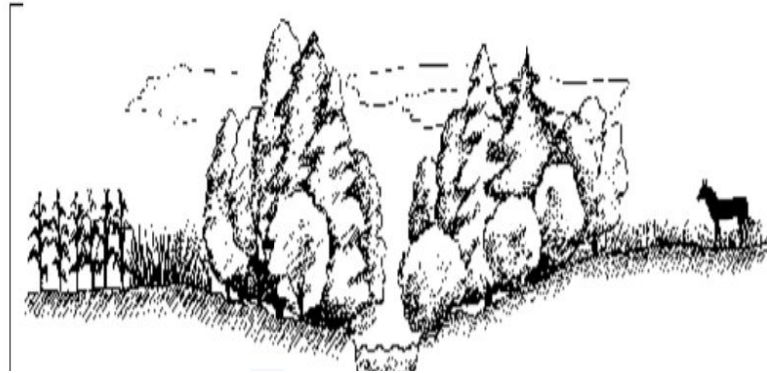
5 - Climate Friendly Green Space in Developments

Plan's Land Use Strategy 10.1 - Define the various types and purposes of open space in the County, now and in the future

Project # 5 - Provide “green space” guidance for new developments to consider carbon management - 2022

- Gardens demonstrating regenerative agriculture
- Forest areas (especially near streams) which may count towards the 20,000 acre goal
- Consider updating ordinance to include greater protections for 3-zone riparian forest buffer (see next)
- Restorative, biodiverse landscaping,

Project #5 Continued - 3 Zone Buffer



USDA Natural Resource Conservation Service
Riparian Buffer Conservation Plan CP22:
[Riparian Buffer CP22](#)

Zone 1 - Closest to water body. Trees and shrubs, native species, no harvesting. Stabilize streambanks, shorelines.

Zone 2 - Area adjacent to and up gradient of zone. Can be managed to provide timber, wood fiber, and horticultural products

Zone 3 - Established if periodic and excessive water flows, erosion, and sediment from upslope fields or tracts are anticipated. Herbaceous plants or grass and a diversion or terrace, if needed

Reducing Greenhouse Gas Pollution

- *Transportation, combined with Commercial, Industrial and Residential Buildings, account for over 90% of County greenhouse gas emissions (2019-2020 GHG Inventory, p. 2).*
- *Making it easier for all County citizens to make good carbon-reducing decisions.*

6 - Reduce Emissions with Cleaner County Fleets

Strategy 5.4 of Plan's Resiliency Goal is to encourage electric vehicles (EV's) by incorporating EV's in County government owned vehicle fleets

Project # 6 - Set targets to increase use of County owned EVs or hybrids to the extent feasible - Feb 2022

- For each type of fleet, the County should establish numeric goals and timetables to increase EV (and hybrid) percentages
- Cost and range concerns for electric school buses and Chatham Transit fleet may delay move to EVs
 - Moving forward would be a major accomplishment for the County.

#6 Continued - Initial Findings on Fleets



- ❖ *The Committee conducted an initial assessment:*
 - Electric school buses - high initial costs vs. traditional buses, becoming more available
 - Made in NC
 - Chatham Transit - range anxiety, limited number of re-charging locations

Saf-T-Liner C2 Jouley electric school bus by High Point-based Thomas Built Buses

7 - Accessible EV Chargers

Strategy 5.4 of Plan Chatham's Resiliency Goal is to encourage EV's by studying ways to leverage public assets and private development to create a countywide network of EV charging stations

Project # 7 - Increase the number, charging power, and accessibility of stations. Goal of 50 DCFCs in County by 2025.*

- Develop an initial inventory (how many chargers are available in the County, what type, what locations)
- Develop a plan with planned locations for fast chargers
 - Consider bi-directional charging as appropriate
- Consider a development ordinance to require chargers

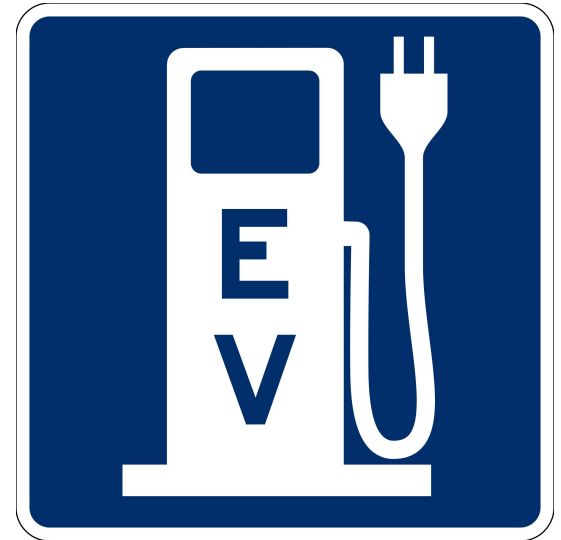
*2017 US Department of Energy study recommended 56 DCFCs per 1000 square miles. Chatham has about 700 sqm.

7 Continued: EV Development Ordinances

Example from Howard County, MD

- ❖ Multi-family units must have at least 1 charger per 25 units
- ❖ Residential units with a garage, carport, or driveway must have suitable EV electric supply equipment

<https://pluginsites.org/howard-county-maryland-ev-ready-ordinance-is-a-model-for-the-nation/>



8 - Reduce Emissions with Green Buildings

Strategy 3.3 of Plan's Resiliency Policy is to “develop a LEED or LID or equivalent recognition program .. that encourages new commercial and industrial buildings to meet LEED standards and encourages new neighborhoods to achieve “LEED-ND” certification” (emphasis added).

Project #8 - Launch a program to increase the number of buildings that are LEED certified or equivalent - 2023

- Start an inventory of buildings (or space?)
- Identify stakeholders
- Develop recognition program

9 - Green Jobs Summit



Strategy 3.1 of Plan's Economic Development element is to "...Target recruitment efforts for larger industrial projects towards sustainable, clean industries, paying above average wages".

- ❖ **Project #9 - County to sponsor a Green Jobs Summit to identify strategies to increase green jobs in the County - target 2022**
 - Collaboration with Economic Development Corporation, Community College, others
 - Current estimate for County is about 1.5 % of jobs are in clean energy vs. State estimate of 2.5%*

* /Report from E2 NCSEA Clean Jobs North Carolina 2020. Clean energy jobs included solar, wind, EE, clean vehicles, battery storage, advanced biofuels, low-impact hydro and other areas

10 - Climate Perspective in County Decisions and Progress Measurement

The Resiliency Element of Plan Chatham notes the inter-relationship between that element and the Land Use, Economic Development, Infrastructure and Transportation elements of this plan (p. 111).

- ❖ **Project #10 - Build on current County processes for Director of DEQ to coordinate and provide climate input on major decisions - 2021**
 - Identify upcoming policies and decisions that may have climate impacts
 - Arrange for the Climate Change Advisory Committee to have input to decisions when this would be appropriate
 - Measure progress towards goals with a “**climate scorecard**”
 - Consider a County management retreat around such a scorecard
 - Consider establishing an annual survey of progress in meeting the goals in “Plan Chatham”, the county’s Comprehensive Plan

Example of a Climate Scorecard



Sector or Project Area	Baseline Circa 2021	Interim Milestone 1	Interim Milestone 2	Goal
Land Conservation	~ 41,000 acres protected, mostly around Jordan Lake	TBD - 2025?	TBD - 2035?	Permanently protect an additional 20,000 acres by 2040
Preserve Tree Canopy	~ 82 % of County tree covered (65% forest, 17% other)	Issue Ordinance 2023?	TBD - Check at each issuance of GHG inventory	Maintain tree cover at 80%

Summary List of Recommendations



1. Conserve Lands - Develop Strategy for 20,000 acres with interim goals
2. Tree Preservation - Develop tree protection ordinance
3. Promote Sustainable Agriculture - Hold a mini-summit
4. Learning Areas - Establish 10 carbon management demonstration parks
5. Green Space in New Developments - Set policies to ensure optimal carbon management.
6. Cleaner County Fleets - Increase use of EVs and hybrid vehicles
7. Accessibility of EV Charging Stations -
8. Reduce Emissions with Green Buildings
9. Green Jobs Summit
10. Climate Perspective in County Decisions and Progress Measurement



Chatham County, NC

Text File

File Number: 21-4047

Agenda Date: 12/20/2021

Version: 2

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

Vote on a legislative request to approve by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations; specifically, Sections 1.13, Variances; 2.3, Meaning of Specific Words and Terms; 6.4, Final Plat, subsection B, Features; 5.2B Concept Plan; and 7.7 Conservation Subdivision - Alternative Standards for Development; and to the Chatham County Conservation Subdivision Guidelines for Conservation Space Selection to include an appeals process of staff decisions, remove the option allowing off-site septic systems for subdivision lots, require environmental impact assessments be reviewed by the Environmental Review Advisory Committee, and revise conservation subdivision development standards and guidelines.

Action Requested:

Vote on a legislative request to approve by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations; specifically, Sections 1.13, Variances; 2.3, Meaning of Specific Words and Terms; 6.4, Final Plat, subsection B, Features; 5.2B Concept Plan; and 7.7 Conservation Subdivision - Alternative Standards for Development; and to the Chatham County Conservation Subdivision Guidelines for Conservation Space Selection to include an appeals process of staff decisions, remove the option allowing off-site septic systems for subdivision lots, require environmental impact assessments be reviewed by the Environmental Review Advisory Committee, and revise conservation subdivision development standards and guidelines.

Introduction & Background:

The conservation subdivision option was adopted in 2008 and provides a 10-15% density bonus for the preservation of a minimum of 40% of the site as conservation space. The first conservation subdivisions were approved in 2014 (The Retreat at Haw River and US Steel) and one of those subdivisions has been constructed. Four additional conservation subdivisions (Ryan's Crossing, Firmage, Morgan Ridge Phase 2 and McBane) have been approved since 2014. One of those (Firmage) was an administrative approval which is allowed for conservation subdivisions of 15 or fewer lots. Currently, two conservation subdivision applications have been submitted to the county and are under review (Savannah Ridge and The Conservancy at Jordan Lake) and staff is working with

applicants on 4 more conservation subdivisions (Pyewacket, Tripp property, Hamlets Chapel property, and 15-501 property). A public hearing on the amendments was held during the November 18, 2021 Commissioners meeting. Planning staff presented the request and one person provided comments.

Discussion & Analysis:

There was a six-year gap between adoption of the conservation subdivision option and approval of the first subdivisions under this provision in 2014 and it has been used more frequently since then. As a result of the increased use of this option, the Planning Board and Environmental Review Advisory Committee have identified sections of the regulations they think need to be amended. Staff has also identified parts of the standards that need to be re-evaluated and those are specifically focused on the procedure for preparing the fragmentation and on-site inventory maps and that these maps are prepared and approved prior to site plan layout.

The following is a brief overview of the proposed amendments:

Subdivision Regulations

- Section 1.13, Variances and Appeals: technical correction to add an appeal process for applicants.
- Section 2.3, Meaning of Specific Words and Terms: amend the definition for Lot Area (Useable) to remove “non-contiguous area” from the useable portion of a new subdivision lot. This is intended to prohibit off-site septic systems.
- Section 5.2(B)(1), Concept Plan: additional clarification to distinguish between conventional and conservation subdivisions.
- Section 5.2(C)(2)(b) Environmental Impact Assessment Review Process: Include the Environmental Review Advisory Committee in the review process for environmental impact assessments, in addition to the third-party peer review requirement.
- Section 7.7 Conservation Subdivision - Alternative Standards for Development: Clarify that the conservation space must be identified and On-Site Inventory and Fragmentation Maps must be prepared and approved before the applicant starts to design the subdivision layout; prohibit riparian buffers and floodplain from counting towards the 40% conservation space set aside; modify what is allowed or prohibited in conservation space; eliminate the agricultural preservation 5% density bonus; and add a 50’ perimeter buffer to the entire project boundary.

Conservation Subdivision Guidelines for Conservation Space Selection

- Include detailed steps for identifying conservation space, on-site and fragmentation map preparation and approval, site design, and submission requirements; clarify that the NC Natural Heritage Program must conduct a field survey to determine if any natural heritage program priority areas are contained within the site; and update conservation space criteria.

The Environmental Review Advisory Committee reviewed the proposed amendments

during their regular meeting on August 12, 2021, and the Planning Board on September 7, 2021.

The amendments are generally divided into 4 categories: appeals, lot area (prohibit off-site septic), environmental impact assessment review, and conservation subdivision option.

Appeals:

This is a staff recommended change and is considered a technical amendment to clarify that customers have a right to appeal staff interpretations or decisions.

Lot Area (prohibit off-site septic systems):

Amendments to several sections of the Subdivision Regulations to prohibit off-site septic systems. The Planning Board and Commissioners have had discussions about off-site septic systems that been on identified on several major subdivision applications.

Concerns that have been expressed are the property owner may not be aware of the location of their septic system, multiple force mains being installed in the same trench and concern about these lines being cut due to the installation of other utilities, etc., large areas of the development being used for multiple septic systems and who is maintaining those areas and keeping track of their location; proximity of large septic areas adjacent to riparian buffers; and multiple sewer lines crossing riparian buffers for installation and maintenance.

Several Commissioners commented that there's a trade-off that must be considered between prohibiting off-site septic systems and whether developers might choose to avoid conservation subdivision or other innovative layouts. There was also a request for the Planning Board to provide the specific concerns about off-site septic systems. Staff is also evaluating whether off-site septic systems can be prohibited in conventional subdivision layouts but continue to be allowed in minor and conservation subdivisions.

Environmental Impact Assessment Review:

This amendment will provide for Environmental Review Advisory Committee (ERAC) review of the environmental impact assessments. This is in addition to the peer review process that is currently in place. The proposed amendment provides for ERAC review after the peer review has been completed. During the hearing Mark Ashness commented that if ERAC is included in the process that it would be better for them to review the EIA prior to submittal to the peer review consultant to avoid an on-going feedback loop between the consultant preparing the EIA, peer review consultant, and ERAC.

Conservation Subdivision Option:

There are several amendments proposed to the conservation subdivision process in the Subdivision Regulations and Conservation Subdivision Guidelines for Conservation Space Selection. The amendments include:

- Outlining specific steps for preparing the on-site inventory and fragmentation maps prior to designing the site and having those maps approved by the Watershed

Protection Director.

- Remove floodplain and riparian buffers as being eligible to count as part of the required conservation space.
- Removing the allowance to reduce the 80% requirement for Natural Space.
- Removing silvicultural activities from conservation space, clarify that stormwater management is only allowed in open space, remove off-site septic systems from conservation space, and adding community gardens as an option in open space.
- Remove the 5% density bonus for on-going farm activities. The activity can continue, but there is no density bonus.
- Add a 50' buffer around the project boundary and allow for the area to count towards the density bonus calculation.

Public comment included that more flexibility and incentives for density bonuses should be evaluated and encouraged; that traditional zoning with 1-acre minimum lots is not inclusionary; and that other jurisdictions in the nation are grappling with this issue to expand the variety of housing options.

The Planning Board reviewed the request during their November 2nd, 2021 meeting and discussion included that the public comment to require the ERAC review of the environmental impact assessment prior to submitting it to the peer review consultant would make the process more efficient than what presented at the public hearing; a total prohibition on off-site septic systems could result in oddly shaped lots and be a disincentive for developers to pursue the conservation subdivision option; and support for removing off-site septic systems from natural space within conservation subdivisions. There was also concern from one member about removing the provision allowing for conservation space to include riparian buffers and floodplain. The member explained that the Compact Communities Ordinance allows a developer to receive up to 2 dwelling units per acre for riparian buffers and floodplain and the proposed amendment creates an inconsistency between development options. Other members commented that CCOs are only allowed within a defined area of the county whereas conservation subdivisions are an option anywhere.

Staff also requested that the County Attorney review the recommended changes and he provided a memo that is available online. His comments addressed the EIA review by the ERAC and included a legal assessment of possible issues that could occur and wasn't recommending against the change, but to exercise caution. The second item addressed was the prohibition on off-site septic systems and whether it could apply to conventional subdivision but not conservation and/or major subdivisions but not minor subdivisions and that there is justification for treating them differently if that is the desire of the boards.

The Planning Board by unanimous vote (7-0 with members absent) recommend adoption of the amendments Subdivision Regulations and Chatham County Conservation Subdivision Guidelines for Conservation Space Selection with the following changes 1) change Section 5.2 C(2)(b) to move the Environmental Review Advisory Committee review before the environmental impact assessment is submitted to the peer review

consultant instead of after the peer review is complete, 2) delete amendments to prohibit off-site septic systems except within natural areas in conservation subdivisions, and 3) Section 7.7 (A) delete the following wording “and must be deducted from the gross acreage”. The recommended changes have been incorporated into an updated redlined draft that is available online.

How does this relate to the Comprehensive Plan:

Goal 1. Preserve the rural character and lifestyle of Chatham County, Goal 5. Conserve Natural Resources and Goal 6. Provide recreational opportunities and access to open space

Recommendation:

The Planning Board by unanimous vote (7-0 with members absent) recommend adoption of the amendments Subdivision Regulations and Chatham County Conservation Subdivision Guidelines for Conservation Space Selection with the following changes 1) change Section 5.2 C(2)(b) to move the Environmental Review Advisory Committee review before the environmental impact assessment is submitted to the peer review consultant instead of after the peer review is complete, 2) delete amendments to prohibit off-site septic systems except within natural areas in conservation subdivisions, and 3) Section 7.7 (A) delete the following wording “and must be deducted from the gross acreage”. The recommended changes have been incorporated into an updated redlined draft that is available online.



Chatham County, NC

Text File

File Number: 21-3969

Agenda Date: 12/20/2021

Version: 2

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

Agenda Number:

Vote on a legislative request by Congruus LLC for a map amendment to the Chatham County Compact Community boundary map specifically Section 6.1, p 3-4 for an expansion of the CCO map to include an additional 184.04 acres off Parker Herndon and Morris roads, Baldwin Township.

Action Requested:

Vote on a legislative request by Congruus LLC for a map amendment to the Chatham County Compact Community boundary map specifically Section 6.1, p 3-4 for an expansion of the CCO map to include an additional 184.04 acres off Parker Herndon and Morris roads, Baldwin Township.

Introduction & Background:

A legislative public hearing was held on August 16, 2021. Planning staff and the representative, Isabel Mattox, attorney, presented the request before the Boards. Ms. Mattox also had others that spoke on the request. There were several citizens who spoke on the matter as well as those who submitted written comments. Those comments can be viewed from our website noted above. The majority of comments and/or submittals were in opposition of the request.

The Chatham County Compact Community Ordinance (CCO) was adopted in 2004 to prepare for what is now known as Briar Chapel with over approximately 2,650 homes and a commercial component that borders US 15-501 N. Section 6.1 specifies the area where an application for a compact community rezoning can be considered. The map does include parcels outside of Briar Chapel and in many cases splits property lines. There are many objectives listed in the Ordinance to assist in guiding compact community development, but they are not intended as menu of options to select from. This area is only permitted in the designated area as shown on the map and is not currently offered county-wide. The currently adopted map in Section 6.1 follows.

When the CCO was adopted the Land Conservation and Development Plan (adopted in 2001) was the guiding policy document for the Board of Commissioners. In the Land Conservation and Development Plan, compact corridors were encouraged so that the rural and agricultural areas could be protected and were intended to cover approximately 28 square miles. However, there was no land use plan map to accompany the 2001 plan. The current comprehensive Plan, Plan Chatham, was adopted in November 2017. Currently there is approximately 31 square miles identified for compact residential development on the adopted map in several locations and are not contiguous areas. The area designated for compact residential on the Future Land Use and Conservation Plan map where this request is located is larger than the Compact Community Ordinance map seen in Section 6.1.

Discussion & Analysis:

When CCO amendment application was submitted to the Planning Department the hard copies provided to the Planning Board and digital copy used for posting online didn't match. The discrepancy was discovered

the day of the public hearing and the applicant provided updated hard copies that now match the information online and that has been provided to the Board as an attachment to these notes. Plan Chatham states on Page 146, under Action 01, amendments can include the expansion of the Compact Communities Ordinance so that it can be applied to appropriate areas and sites within the County. There are four parcels included in this amendment application and two are partially located within the currently mapped CCO map (see the following maps provided by the applicant.

The applicant has addressed their expansion request as follows:

1. Any alleged error in the Ordinance. The applicant is not claiming any error in the Ordinances.
2. The changing conditions which make the proposed text and map amendment reasonably necessary. The text map amendment simplifies the description of the Compact Community Ordinance boundary in Section 6.1.D and expands the CCO map to include approximately 184 acres of property. It also promotes the goal for new communities that support mixed-use development that respects open spaces and the rural character of the County.
3. The manner in which the proposed text map amendment will carry out the intent and purpose of the Comprehensive Plan. Within the Ordinance, the applicant has addressed several Recommendations and Policy items as shown in their application submittal under justification. Please review the submitted application for a complete list of recommendations and policy objectives.
 - a. Section 6.1 of the CCO states that compact communities shall only be allowed in areas located within the portion of Northeast Chatham County described in 6.1.D. and more particularly described on the map attached to the CCO (the "CCO Map"). The Text Amendment simplifies the description of the CCO boundary in Section 6.1.D and expands the CCO Map to include approximately 184 acres of property (the "Property"). Portion of two of the parcels to be added are already included in the CCO Map. The aim of the Text Amendment is to further the CCO's goal of promoting new communities that support mixed-use development that respects open spaces and the rural character of the County.
 - b. The Property is directly adjacent to the Briar Chapel Community and located on Morris Road across 15-501 from Ferrington Village. The Comprehensive Plan Acknowledges that this area is one of the more urban areas within the County. Locating new development in close proximity to these existing growth areas already designated as a Village Center under the Future Land Use Map will reduce impacts to natural resources and lessen infrastructure burdens. This will allow the existing utilities to be enhanced and expanded as encouraged by Land Use Policy 2 and will support new and existing commercial areas.
 - c. It is anticipated that the future development facilitated by the text amendment will include affordable and/or workforce and/or senior housing which could be developed by the Applicant or its successors, an affordable/work force/senior housing developer or the County. As set forth above, the Applicant has already met with County and affordable housing task force officials and is committed to meaningful affordable housing development within the expanded CCO boundary.
 - d. Restoration and conservation or Pokeberry Creek will be a priority in any development of this land area.
 - e. The proposed area and the land owned by the Applicant are within the contiguous extended service area "ESA" for at least one privately regulated wastewater utility and within close proximity to another. The Applicant has met with local community members as well to discuss the wastewater issue in the region as well as the short term and long-term solutions for all stakeholders. The Comprehensive Plan states that "it is likely that distributed private and public systems will be needed to meet environmental and economic goals." The Text Amendment and subsequent development of the Property under the CCO could and should allow coordination with existing development along 15-501 to create a regional sanitary sewer solution.
 - f. The Applicant believes its attainment of utility services will lead to enhanced facilities for this part of Chatham County, improved service and increased cooperation among private developers, neighborhoods, the County and NC Utilities Commission.

Since this is not a rezoning request the applicant did not need to address standards 4 and 5 that are included in the Zoning Ordinance. Without benefit of an actual site plan, which will be required should the proposed project be submitted for rezoning, these standards will be required to be met.

Planning Board Meeting - September 7, 2021

The Planning Board reviewed this request at their regular meeting on September 7, 2021 and voted 9-1 to

table to the next meeting. The board has one additional meeting to review the request.

Comments were received from several citizens as well as concerns raised by Board members. The concerns/items discussed are listed below:

- All of the goals and objectives of the Compact Community Ordinance have not been met.
- County should wait for the UDO process to be complete before approving any additional communities.
- Moratorium wanted for any further development along the northeastern, US 15-501 N corridor.
- Wastewater for developments is not adequate and no additional systems wanted at this time.
- This request does not have frontage on US 15-501 and will bring additional traffic, health, and safety concerns to rural, two-lane roads.
- Boundaries/buffers were put in place with the original approval of Briar Chapel for properties. These additional parcels that are adjacent to these previously buffered areas will remove that protection.
- Two of the proposed parcels are not bisected by the currently approved Compact Community map boundary and shouldn't be allowed as part of this request.
- Environmental concerns about Pokeberry Creek which is already in experiencing environmental impacts from development.

It was noted by the applicant's attorney that they have begun discussions and a plan with Adam McIntyre to protect those resources and are working on a restoration plan for the portions of Pokeberry Creek that runs through their properties.

There was one person who spoke and wanted their parcels to also be included in the map amendment request. However, that will require a separate submission at a later date. Additional parcels cannot be added to this request.

Planning Board meeting October 5, 2021

The applicant's attorney provided a presentation and commented that their request meets the goals of the Compact Communities Ordinance (CCO) and Plan Chatham stating this is a key growth area and more development is coming. She stated this is not a piece-meal project as a portion of their plans are already within the CCO area map. She asked the Board to follow staff's recommendation for approval. Mr. Randy Voller spoke stating he has been working on this project for two years, there's no debt on these properties, and they are proposing a charter school and farmer's market as well. Mr. Bowman spoke stating the amendment meets the CCO principles and the request is to add only 184 acres that lies outside of the current CCO map area and the remainder of their proposed parcels for development are within the CCO map area.

Public input consisted of the following:

- Requests to wait for the UDO process to be completed before approving any more development.
- Support for more growth but not without benefit of wastewater treatment plans.
- Area is not within the Plan Chatham Future Land Use and Conservation Map compact residential area, rural roads are with existing increases in traffic from Briar Chapel are a problem, the request exposed holes in the CCO that can only be fixed with the UDO, rural nature will be damaged, and environmental issues and water supply.

Planning Board discussion consisted of the following:

- Two of the parcels are not contiguous to the existing boundary of the CCO map and two are.
- Traffic increase on secondary, rural roads are a concern, no Traffic Impact Analysis, and not enough information to move forward. Would have preferred a map showing proposed development layout and WWTP location even though it is not required as part of a text and map amendment.
- WWTP a better option than adding more septic systems especially with new designs coming out all the time.

The Planning Board voted 8-3 to deny the text and map amendment application.

How does this relate to the Comprehensive Plan:

Based on discussion by the Planning Board, the proposed text and map amendment does not support the Comprehensive Land Use Plan by not being contiguous to the existing boundary of the Compact Residential node, rural character being disturbed, insufficient information regarding wastewater treatment and environmental concerns. Also noted specifically was Ch 4, pg 61, Land Use policies and strategies not being met.

Recommendation:

The Planning Board by a vote of 8-3 recommends this text amendment be denied

Summary of Planning Board Recommendation to Deny Approval of Congruus Request to Add 184 acres to the CCO Map

November 1 2021

The Planning Board deliberated, during our September and October meetings, on the Congruus (Farrington Preserve) request to expand the area where compact communities are allowed in the CCO adopted in 2005. We voted to recommend denial of the request by an 8-3 margin. The reasons for this recommendation are as follows:

1. The request involves four parcels on Parker Herndon Rd ; two of the parcels are bisected by the current CCO map and two parcels (west of Parker Herndon Rd) are completely out of the map. The 2017 Comprehensive Land Use Plan expanded the area (East of 15-501) designated for compact communities but this expansion does not include the parcels owned by Congruus LLC. Adoption of the 2017 Land Use Plan was preceded by considerable input by the public, county advisory boards, towns and the business community. If expansion of the compact community area along Parker Herndon Rd is desirable and of benefit to Chatham County it should have been included in the Land Use Plan. The Congruus request is inconsistent with both the CCO ordinance and the 2017 Land Use Plan.
2. The Congruus request did not include a site plan so the Planning Board had no information on number of residences, types of residences, location of commercial, location of amenities, wastewater, open areas, natural areas, stream buffers, affordable housing plans etc. This is in contrast to the Vickers Bennett group who applied for a CCO map amendment at the same time as Congruus. The Vickers Bennett Group had a full site plan including location and size of all aspects of the development. In addition, the Vickers Bennett map expansion application was consistent with the 2017 Land Use Plan. The Planning Board majority felt that the area where high density development is allowed should not be expanded without a site plan available for county and public review. Chatham County compact communities allow for the doubling of density compared to R-1 zoning so the potential impact on the area and current residents could be significant.
3. Compact communities should have direct access to a major highway. This is the case for Briar Chapel and for the proposed Vickers Bennett and Herndon Farms applications which have direct access to 15-501. Congruus (Farrington Preserve) would have direct access to only Parker Herndon and Andrews Store Roads). There are now four schools and a county park on Andrews Store Road. Allowable densities along these roads should not be increased without a full site plan and traffic impact analysis.
4. Wastewater issues are a serious and growing concern in Northeast Chatham. It would be irresponsible to increase allowable densities without a clear and acceptable plan for how wastewater will be handled.

5. Pokeberry Creek is suffering from current developments. Congruus states that they will fix the problems with Pokeberry Creek. This would be great but we need to review how they will do it.

Congruus is free to submit a site plan along with a CCO map amendment request and the Planning Board would be glad to review it. However, we do not now have enough information to recommend approval of a request that is inconsistent with the Land Use Plan and the current Compact Community Ordinance.

Jon Spoon, Chair Planning Board

George Lucier, Vice Chair Planning Board



Chatham County, NC

Text File

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Vote on a request to approve by Mark Ashness on behalf of TBM Partners for subdivision First Plat review and approval of Chapel Oaks Subdivision, consisting of 31 lots on 76 acres, located off Old Lystra, SR-1724 and Peak View Place SR-1886, parcels numbers 18659, 18661,61553, and 60646.

Action Requested:

Vote on a request to approve by Mark Ashness on behalf of TBM Partners for subdivision First Plat review and approval of Chapel Oaks Subdivision, consisting of 31 lots on 76 acres, located off Old Lystra, SR-1724 and Peak View Place SR-1886, parcels numbers 18659, 18661,61553, and 60646.

Introduction & Background:

Zoning: R-1
Water System: Public Water
Sewer System: Private on-site and off-site
Subject to 100 year flood: No special flood hazard area within the development.

General Information:

The subdivision process is a four (4) step process: Concept Plan, First Plat, Construction Plan, and Final Plat. The applicant has completed the community meeting and the Concept Plan review. The minimum lot size requirement for the project is 40,000 square feet of useable area. The Planning Board has two (2) meetings in which to act on the proposal.

Discussion & Analysis:

The request is for First Plat review and recommendation of Chapel Oaks Subdivision, consisting of 31 lots on 79 acres, located off Old Lystra, SR-1724 and Peak View Place SR-1886, parcels numbers 18659, 18661,61553, and 60646. A vicinity map showing the property location, attachment # 6, is included in the agenda packet. Per the Subdivision Regulations, Section 5.2C(4), a Public Hearing shall be held at the first Planning Board meeting to receive comments on the proposed subdivision. Item (b) states that following the Public Hearing, the Planning Board shall review the proposal, staff recommendation, and public comments and indicate their recommendation for approval, disapproval or approval subject to modifications. As stated above the Planning Board has two (2) meeting to act on the proposal.

Roadways: Chapel Oaks Lane, Twisted Oak Way and Peak View Place are proposed to be built with a 20-foot-wide travel way and a 60-foot-wide public right-of-way and is to be state maintained. Peak View Place will extend through the proposed project.

Historical: The applicant contacted Sy Robbins and Bev Wiggins, Chatham County Historical Association (CCHA), on August 16, 2021 via email correspondence. There are shelters on the property that were constructed in the 1950s and no gravesites. After the September 15, 2021 TRC meeting Mr. Ashness corresponded by email dated September 19, 2021 with recorded documents dating to 1844. CCHA asked the applicant to document the existing structures with digital photos, measurements, and provide locations of the structures marked on a map or aerial photo. See attachment #13.

Schools: Notification of the proposed development was provided to the Chatham County School System. Mr. Randy Drumheller, Chatham County Schools Director of Maintenance and Construction corresponded by email dated August 17, 2021. See attachment # 14.

General Environmental Documentation: The developer submitted the General Environmental

Documentation and a letter dated August 2, 2021, from North Carolina Department of Natural and Cultural Resources Natural Heritage Program to Chatham County Land & Water Resources Division for review. See attachment 15. The letter states "A query of the NCNHP database, indicates that there are no records for rare species, important natural communities, natural areas, and/or conservation/managed areas within the proposed project boundary. Please note that although there may be no documentation of natural heritage elements within the project boundary, it does not imply or confirm their absence; the area may not have been surveyed."

Rachael Thorn, Watershed Protection Director, reviewed the information submitted. Ms. Thorn replied in a letter dated August 18, 2021 that the requirement has been met. Additional comments included any Allowable uses and Allowable with Mitigation uses in the protected riparian buffer will require a Buffer Authorization from Chatham County, all permits with wetland and stream impacts from NC Division of Water Resources and the US Army Corps of Engineers will need to be obtained prior to receiving approval from Chatham County for a Grading Permit and Land Disturbing Permit.

Community Meeting: A community meeting was held on August 10, 2021 at The Parlour at Manns Chapel, 175 Poythress Road, Chapel Hill. Approximately twenty-one people attended the meeting.

Items/issues discussed included:

- when will the road connection be completed?
- has a traffic study been performed?
- limited visibility on Peak View Place and Old Lystra Road
- can a stop sign be added where Legend Oaks stops and Chapel Oaks begins?
- will there be sidewalks?
- Is there a project schedule?
- will there be lighting within the development?
- how does the project relate to the County's 20-year plan?
- will there be any school bus stops?
- what are the setbacks for each lot?
- can neighbors ask for access to public water being built?
- can a privacy fence be placed near Old Lystra Road?
- will the pond have aeration?

Technical Review Committee: The TRC met virtually on September 15, 2021 to review the First Plat submittal. The applicant Mark Ashness, P.E. was present and items discussed included that wetland buffers need to be shown, 12' wide access drives needs to be shown as easements, all grading and right-of-way on Peak View Place must stay out of the riparian buffer, if there will be street lighting it must comply with county outdoor lighting standards, the width of the flag lots for septic need to increase to 15', and if the connection on Old Lystra will be looped. Watershed Protection Department staff stated it appears that the no practical alternatives standards were met. Mr. Ashness stated there are a total of five septic areas across the stream buffer and that they would likely use a directional bore to cross the buffer. There will be lighting within the development and the lighting plans will be provided to Planning staff. Mr. Ashness stated that if the flow rate can be reached from Legend Oaks, they would not need to loop the waterlines.

Septic: A soils report and map, attachment #8, was submitted to James Tiger, On Site Wastewater Supervisor, REHS, with Chatham County Environmental Health, for review. Mr. Tiger stated that the report and map appear to be fine and recommends the 10' wide connections between several lots to the proposed septic systems increase to 15' wide to install a pump line and maintain a 5' wide property setback. Mr. Jeff Foster, P.E. stated the 15' wide increase has been revised.

Water: Water will be public and provided by Chatham County Water Dept. for this development.

Road Name: The road names Chapel Oaks Lane, Twisted Oak Way and Peak View Place have been approved by Chatham County Emergency Operations Office as acceptable for submittal to the Board of Commissioners for approval.

Water Features: Steven Ball with Soil and Environmental Consultants, PA (S&EC), submitted the Riparian Buffer Review Application along with a riparian buffer map, to Drew Blake, Senior Watershed Specialist for review. Mr. Blake and Mr. Ball completed an on-site riparian buffer review on May 18, 2021, to verify the consultant's findings. Mr. Andrew Williams with the U.S. Army Corps of Engineers visited the site on June 3, 2020. Mr. Blake issued a confirmation letter of his findings dated August 17, 2021, confirming five (5) intermittent streams, four (4) perennial streams, and ten (10) wetlands were identified. The five (5) intermittent streams require 50-ft buffers, the four (4) perennial streams require 100-ft buffers, and the ten

(10) wetlands require 50-ft buffers from all sides landward.

Stormwater and Erosion Control: Three stormwater devices are proposed and will be placed in open space. The devices are located between Lots 26 and 27 and nears Lots 14 and 12. As part of the stormwater permitting process additional information will be provided to the Watershed Protection Department. A Stormwater Permit and Sedimentation & Erosion Control Permit will be obtained from the Chatham County Watershed Protection Department prior to Construction Plan submittal. No land disturbing activity can commence on the property prior to obtaining Construction Plan approval.

Site Visit: The site visit scheduled for September 22, 2021 was rescheduled to September 30, 2021, due to inclement weather. At the time of preparing the notes for Planning Board packets staff has not visited the site. Pictures of the site visit can be viewed on the Planning Department webpage at www.chathamcountync.gov/planning <<http://www.chathamcountync.gov/planning>>, Rezoning and Subdivision Cases, 2021.

Planning Board Discussion October 5, 2021:

A public hearing was held during the October 5, 2021 Planning Board meeting. Mr. Tony Pendola had concerns with septic area on Lot 17 of the proposed subdivision being approximately 100-feet from his well and would the developer be willing to provide landscaping or fencing between his property and the adjacent lots. Mr. Ashness stated the county requires a 50-foot separation between wells and septic systems and the entire septic field area will not be used and the septic repair area may never be used. To address the landscaping and fencing request, Mr. Ashness explained the lots are 240-feet deep, the lots will not be fully cleared, and wooded areas will remain. Mr. Joe Cebina with the development team stated they would be willing to split the cost of fencing with Mr. Pendola. Staff stated that providing a buffer is not a requirement and it would be an agreement between the property owners.

Discussion on this item was postponed to the November 2, 2021 meeting since the discussion started at approximately 11:00 p.m.

Planning Board:

The Planning Board resumed discussion on this item during their November 2nd meeting and the following items were discussed

- If there will be two separate bores and two separate pipes for the septic system installations that are on the opposite side of the creek from the houses? Will the pipes be placed next to each other?
- Will there be a HOA?
- Will the riparian buffers be made clear on the lots?
- If lots 15 & 16 septic pipes will be routed around the boundaries of the neighboring lots?
- What happens with off-site septic maintenance, such as, tree and vegetation clearing to maintain the system functionality

Mr. Mark Ashness, P.E. and Joe Cebina, Developer were present and addressed the Board. Mr. Ashness stated he visited the proposed project after the October 5, 2021, Planning Board meeting and noticed there was open space between the proposed lots and Mr. Pendola's property. The developer has agreed to place tall trees and landscaping within the open area with Mr. Pendola's consent. Mr. Ashness provided a color-coded map to show board members what septic area goes with each lot. There will be a gravel or grass drive that comes along lot 38 and cross the buffer, from there it will be accessible to five septic fields. Lot 24 will have its own directional bore. There will be a total of three impacts, a single bore for Lot 24, a drive crossing with two bores, and one bore crossing for lots 20A and 22A. The drive crossing will be the maintenance road for the off-site septic.

Mr. Ashness addressed the Board's other questions and stated that there will be a HOA, mail kiosk and three stormwater ponds managed by the HOA, and it will be made clear about the riparian buffer requirements to the home buyers. Septic lines will be along lots 15 & 16 boundaries.

How does this relate to the Comprehensive Plan:

Plan Chatham was adopted by the Board of Commissioners in November 2017 and is a comprehensive plan that provides strategic direction to address the most pressing needs in the county. These properties

are in an area of the county identified as Neighborhood Center (Strategy 2.2 & 5.2), Compact Residential (Strategy 2.2), and Rural (Strategy 5.2) on the Future Land Use and Conservation Plan Map. A small western portion of the project is identified as neighborhood center, a small center portion of the project is identified as compact residential, and the northern portion of the project is identified as rural. The description for neighborhood center includes small- scale retail, office, and service uses. The description for compact residential includes a mix of detached and attached residential units, local and collector streets are connected with access to surrounding development, and open space with small pocket parks and gardens. The description for rural includes single family homes on large lots, low density development, mix use of agriculture, home-based and small-scale businesses, open space, greenway trails, protected lands, and conservation easements.

The proposed subdivision meets the adopted riparian buffer and stormwater control standards of the county. The developer also contacted the NC Natural Heritage Program to review their database for any rare species, important natural communities, natural areas, or conservation/managed areas within the project boundary and no rare species were identified in their records. It should be noted that Plan Chatham is not intended to be used as a regulatory tool but is a policy document. When reviewing subdivision applications, the boards can use the plan as a tool to identify future regulatory changes.

Recommendation:

The Planning Department and the Planning Board unanimously recommends granting approval of the road names Peak View Place, Twisted Oak Way, and Chapel Oaks Lane and granting approval of subdivision First Plat for Chapel Oaks Subdivision with the following conditions:

1. Approval of the First Plat shall be valid for a period of twelve (12) months following the date of approval by the Board of Commissioners and the Construction Plan approval shall be valid for a period of twenty-four (24) months from the date of approval by the Technical Review Committee or Board of Commissioners.
2. The county attorney shall review and approve the contract and performance guarantee prior to final plat recordation.