



Chatham County, NC

Meeting Agenda - Final

Board of Commissioners

Monday, November 20, 2023

3:00 PM

Agriculture and Conference Center

Work Session - 3:00 PM - Agriculture and Conference Center

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

PUBLIC INPUT SESSION

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

BOARD PRIORITIES

[23-5029](#)

Receive Environmental Review Advisory Committee Annual Report

Attachments: [ADVISORY COMMITTEE SUMMARY ANNUAL REPORT](#)
[ERAC Annual Report 2022-2023](#)

[23-5004](#)

Vote to adopt the Haw River Trail Feasibility Study and its findings and recommendations.

Attachments: [Haw River Trail Study BOC adoption request](#)
[Haw River Trail Study Report Final low res](#)

[23-5009](#)

Receive presentation and vote to adopt a resolution by the County of Chatham to direct the expenditure of \$40,000 in opioid settlement funds to support naloxone distribution

Attachments: [MOA-Spending-Authorization-Resolution-Chatham](#)

CLOSED SESSION

[23-5025](#)

Vote to go into closed session pursuant to G.S. 143-318.11(a)(3) in order to consult with an attorney in order to preserve the attorney-client privilege and to consider and give instructions to an attorney concerning the handling or settlement of a claim.

RECESS**End of Work Session****Regular Session - 6:00 PM - Agriculture and Conference Center**

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

INVOCATION and PLEDGE OF ALLEGIANCE**CALL TO ORDER****APPROVAL OF AGENDA and CONSENT AGENDA**

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

- [23-4925](#) A legislative public hearing requested by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations; amend Sections 4 Types of Subdivisions; 5.2 Major Subdivisions; and 5.3 Minor Subdivisions.
Attachments: [More information from the Planning department website](#)
- [23-4928](#) Vote to approve a legislative request by Drafting and Design Services on behalf of Darryl Knight dba Knight Landscaping Supply to rezone Parcel 9808, located at 14959 US 421 S, Gulf Township, from R-1 Residential to Conditional District Regional Business for a landscaping supply, grading, and outdoor storage to include boat and RVs business.
Attachments: [More information from the Planning department website](#)
- [23-4929](#) Vote to approve a quasi-judicial request by the Chatham County Parks and Recreation Department for a Special Use Permit for new county-owned park on Parcel 5809, located at 994 Pea Ridge Rd, Cape Fear Township.
Attachments: [More information from the Planning department website](#)
- [23-5001](#) Vote to approve the Hazen and Sawyer Task Order #7 in the amount of \$118,000.00 to assess the current water metering infrastructure
Attachments: [FY24 Hazen - Task Order 7 - AMI Assessment](#)
- [23-5002](#) Vote to approve Letter of Agreement #1 Amendment 2 for the Program Manager Project for the Western Intake Partnership.
Attachments: [WIP - HDR Letter of Agreement #1 Amendment 2 -](#)

[23-5003](#)

Vote to approve the naming of one private road in Chatham County

Attachments: [Gracehope Lane Petition](#)
[Gracehope Lane map](#)
[Gracehope Lane area map](#)

[23-5005](#)

Vote to approve contract renewal with OpenGov for permitting software

Attachments: [County of Chatham NC - 2024 OpenGov Renewal - 1.1.2024.xlsx - Google Sheet](#)
[Please DocuSign OpenGov and Chatham County S](#)
[County of Chatham NC - 2024 Budgetary Quote](#)

[23-5018](#)

Vote to approve Tax Releases and Refunds

Attachments: [October 2023 Release and Refund Report](#)
[October 2023 NCVTS Pending Refund Report](#)

[23-5019](#)

Vote to approve the amendment to the billing service agreement with SouthData for print services for the Tax Department with an automatic renewal at the end of three years.

Attachments: [SouthData - Amendment 1 - Billing Service Agreement](#)

[23-5020](#)

Vote to approve the contract amendment with Key Energy for the collection and recycling of used cooking oil.

Attachments: [Key Energy First Amendment](#)

[23-5021](#)

Vote to approve the contract with USA Lamp and Ballast, Inc (Dba Cleanlites Recycling) for the collection and disposal of household batteries, lead-acid batteries, and mercury-containing items and authorize the county attorney and county manager to negotiate and execute the agreement.

Attachments: [Cleanlites Contract Draft December 2023](#)

[23-5028](#)

Vote to approve the NC State Extension Memorandum of Agreement between the Board of County Commissioners Chatham County and North Carolina State University.

Attachments: [Chatham County MOA 2023](#)
[Page 1 Chatham MOA Addendum 2023](#)

[23-5027](#)

Vote to approve the Letter of Support and Commitment for Central Pines Regional Council's application for funding through the US Department of Transportation's Thriving Communities Regional Pilot Program.

Attachments: [Chatham County - Letter of Commitment - CPRC Thriving Community Application](#)

[23-5026](#)

Vote to accept the North Carolina Department of Commerce Building Reuse Grant Award for the Conveyor Tech, LLC/Project Colt and approve the Grant Agreement and supporting documents associated with the same.

Attachments: [2024-004-3201-2587 Award Letter](#)

[2024-004-3201-2587 Contract](#)

End of Consent Agenda

PUBLIC INPUT SESSION

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PUBLIC HEARINGS

[23-5023](#)

Public Hearing to receive public input on the Recommended FY25-31 Capital Improvements Plan (CIP).

Attachments: [InitialPresentationToBOC- 2025-2031](#)

[23-5011](#)

A legislative public hearing requested by Catalyst Capital Partners LLC to rezone Parcels 2647 (58.03 ac) and 2646 (1 ac) from R-2 Residential to CD-MU Mixed Use for apartments with amenity building and pool and 15,000 sf commercial space located at 11785 US 15-501 N, Baldwin Township.

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

[23-5012](#)

A legislative public hearing requested by Viridian Holdings LLC to rezone a portion of Parcel 19522 (approximately 21 ac) from R-1 Residential to CD-NB Neighborhood Business for a boat and RV storage facility located at 2649 Farrington Point Rd, Williams Township.

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

[23-5013](#)

A legislative public hearing requested by Walt Lewis to rezone Parcels 88772 (16.54 ac) and 17696 (4 ac) from R-1 Residential to CD-NB Neighborhood Business for a boat and RV storage facility located at 896 Beaver Creek Rd, New Hope Township.

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

SUBDIVISION FIRST PLATS

[23-5010](#)

Vote to approve a request by Landon Lovelace, P.E. on behalf of Oak Crest Commercial, LLC for subdivision **First Plat** review and approval of **Jordan Retreat**, consisting of 33 lots on 52.17 acres, located off Jordan Dam Road (SR-1970), parcel 11433 in Haw River Township.

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

CLERK'S REPORT

MANAGER'S REPORT

COMMISSIONERS' REPORTS

ADJOURNMENT



Chatham County, NC

Text File

File Number: 23-5029

Agenda Date: 11/20/2023

Version: 1

Status: Work Session

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Receive Environmental Review Advisory Committee Annual Report

ADVISORY COMMITTEE SUMMARY ANNUAL REPORT

NOTE: Attach current list of members and identify officers.

Name of Committee:	Environmental Review Advisory Committee	
Date of Presentation:	November	
Time Period Covered:	July 1, 2022- June 30, 2023	
Name of Chairperson:	Elaine Chiosso	
# of Meetings Held During Period (including any special meeting or community input)	7	
MISSION & GOALS – Summarize concisely the committee’s mission (charge), key goals, objectives and measures below. You also may attach as a separate document, but limit to no more than one page single-spaced.		

The mission of the Environmental Review Advisory Committee (ERAC) is to:

- Advise the Board of Commissioners on environmental policy and related county ordinances, including the watershed ordinance.
- Conduct special projects, as assigned, to protect the environment.
- Assist County staff with review of required state and federal environmental permits for projects in the county.
- Partner with towns in the county and other interested governmental agencies on mutual concerns related to the environment.

The Environmental Review Advisory Committee also serves as the Watershed Review Board which is empowered to make decisions primarily on two matters:

1. Appeals of decisions of land use ordinances by administrative officials, and
2. Variance requests to vary or modify the regulations or provisions of an ordinance due to practical difficulties or unnecessary hardships in the way of carrying out the ordinance.

The Watershed Review Board also makes recommendations to the County Commissioners on amendments to the Watershed Protection Ordinance.

ACCOMPLISHMENTS & ACTIVITIES – Summarize concisely below the committee’s major accomplishments and activities of the past year. This should include reports, research, projects, public input, etc. Be sure to identify how they relate to specific goals, objectives or measures. You also may attach as a separate document but limit to no more than one page single-spaced.

ERAC Accomplishments

- From May of 2022 until Dec 2022, three members of ERAC were elected to be part of a new inter-advisory committee Tree Protection Working Group to come up with recommendations for rules to protect and retain tree canopy coverage as new development increases in Chatham County. This Working Group was approved by the Board of Commissioners for a 6 month period. It included ERAC, the Planning Board, the Climate Change Advisory Comm. and Grand Trees of Chatham members.
- ERAC members discussed the draft recommendations at their September and October 2022 meetings. The final recommendations from the Tree Protection Working Group were presented to the Board of Commissioners at the December 6, 2022 meeting. Guidance was offered to the County in regards to protecting and maintaining a tree canopy as part of the Unified Development Ordinance.
- With the goal of more communication and partnerships between advisory boards and committees, ERAC appointed 2 members to attend Planning Board and Climate Change Advisory Committee meetings.
- In February 2023, ERAC reviewed the EIA for the Goldston Cricket Fields application and deemed it incomplete, with many questions raised. After discussion ERAC voted unanimously and stated: The Environmental Review Advisory Committee finds this EIA for the proposed Goldston Sports Cricket Fields to be incomplete and inadequate. Public input and knowledge of local conditions was helpful in raising issues not covered in the consultant's EIA.
- In April 2023, ERAC reviewed and discussed Chapter 9, Watershed Protection of the new UDO that is included in the ReCode Chatham. The discussions brought up concerns about changes, confusing language, and questions on different sections of the chapters. Notes and comments on the draft were prepared for a future meeting with members of Planning Staff.
- In May 2023, ERAC discussed the notes and comments on Chapter 9 of the UDO draft with members of the Planning staff. These questions and answers can be found in the minutes from this meeting.
- In June, 2023, ERAC reviewed and discussed the EIA for Savannah Ridge development. The Environmental Review Advisory Committee considered this EIA to be acceptable, but asked that the questions and comments raised in our review be addressed.

BARRIERS & CHALLENGES – Identify any barriers or challenges that make it difficult for the committee to achieve goals or objectives. Limit to the space provided below.

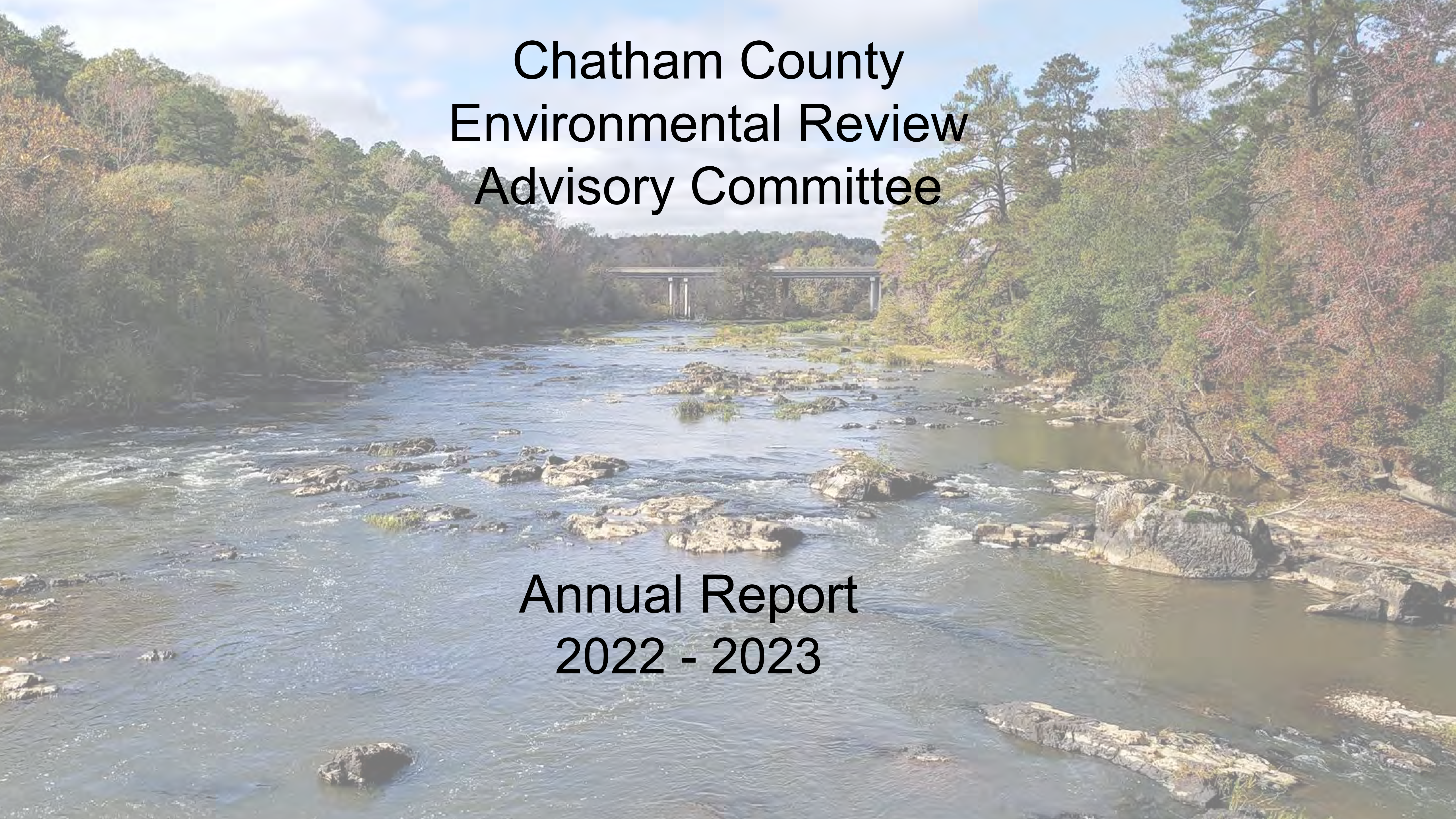
The Environmental Review Committee addressed the problem of low attendance at our meetings in 2021- 2022 by reviewing the county's Advisory Board policy on attendance, and asking ERAC members to commit to following it. This, along with turnover on the committee, has seemed to solve the situation and the necessary quorum of members have been present in the past year to accomplish our goals. We thank the Board of Commissioners for appointing members who have the time and knowledge to serve on our advisory board.

RECOMMENDED CHANGES: Please list any recommendations to the Board of Commissioners related to the changes in the advisory committee's membership, mission, goals, objectives or other related issues.

We appreciate the support of the Board of Commissioners to appoint inter-advisory board/ committee task forces to better tackle key environmental issues for the county. We encourage the BOC to request ERAC to provide advice on development and pollution issues that are in addition to the EIA reviews and Watershed Review Board recommendations. For example, topics such as water quality in our rivers and lakes, industrial pollutants, sedimentation issues and biodiversity and more could be taken up by ERAC if the BOC wishes to have our input on these issues. We are here to serve you.

OTHER INFORMATION: Provide any other information or observations that the Board of Commissioners should know about. Provide in the space below.

We are grateful for the support of the Watershed Protection Director, Rachael Thorn, along with Planning Director Jason Sullivan and UDO consultants for the expertise they provide, and to Holly Squires as our excellent recording secretary.

A scenic view of a river flowing through a forested area. The river is surrounded by dense trees with autumn foliage in shades of green, yellow, and red. In the background, a concrete bridge with multiple pillars spans the river. The water is clear, and several large rocks are visible in the riverbed, creating small rapids. The sky is blue with some light clouds.

Chatham County Environmental Review Advisory Committee

Annual Report 2022 - 2023

Environmental Review Advisory Committee

Current Members:

Elaine Chiosso, Chair
Alicia Koblansky, Vice-Chair
Jeannie Ambrose
Adam Ayers
Amy Brooks
Diana Hales
Heather Holley
Conner Jarvis
Mary Beth Koza
Laura McKelvey
Rachel Pheneuf
Frank Stiles

7 meetings held between July 1, 2022- June 30, 2023

Mission and Purpose

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- Assist County staff with review of required state and federal environmental permits for projects in the county.
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ERAC also serves as the Watershed Review Board which is empowered to make decision on these matters:

- Appeals of decisions of land use ordinances by administrative officials, and
- Variance requests to vary or modify the regulations or provisions of an ordinance due to practical difficulties or unnecessary hardships in the way of carrying out the ordinance.
- Recommendations to the County Commissioners on amendments to the Watershed Protection Ordinance.

ERAC Accomplishments



Environmental Impact Assessment Reviews

- **In February 2023, ERAC reviewed the EIA for the Goldston Cricket Fields application and deemed it incomplete**, with many questions raised. After discussion ERAC voted unanimously and found the EIA for the proposed Goldston Sports Cricket Fields to be incomplete and inadequate. Public input and knowledge of local conditions was helpful in raising issues not covered in the consultant's EIA.
- **In June, 2023, ERAC reviewed and discussed the EIA for Savannah Ridge development and considered it to be acceptable**, but asked that the questions and comments raised in our review be addressed.

Watershed Review Board

UDO Chapter 9 Watershed Protection Review

- In April 2023, ERAC reviewed and discussed Chapter 9, Watershed Protection of the new UDO that is included in the ReCode Chatham. The discussions brought up concerns about changes, confusing language, and questions on different sections of the chapters. Notes and comments on the draft were prepared for a future meeting with members of Planning Staff.
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Inter-Advisory Committee Work

Tree Protection Working Group

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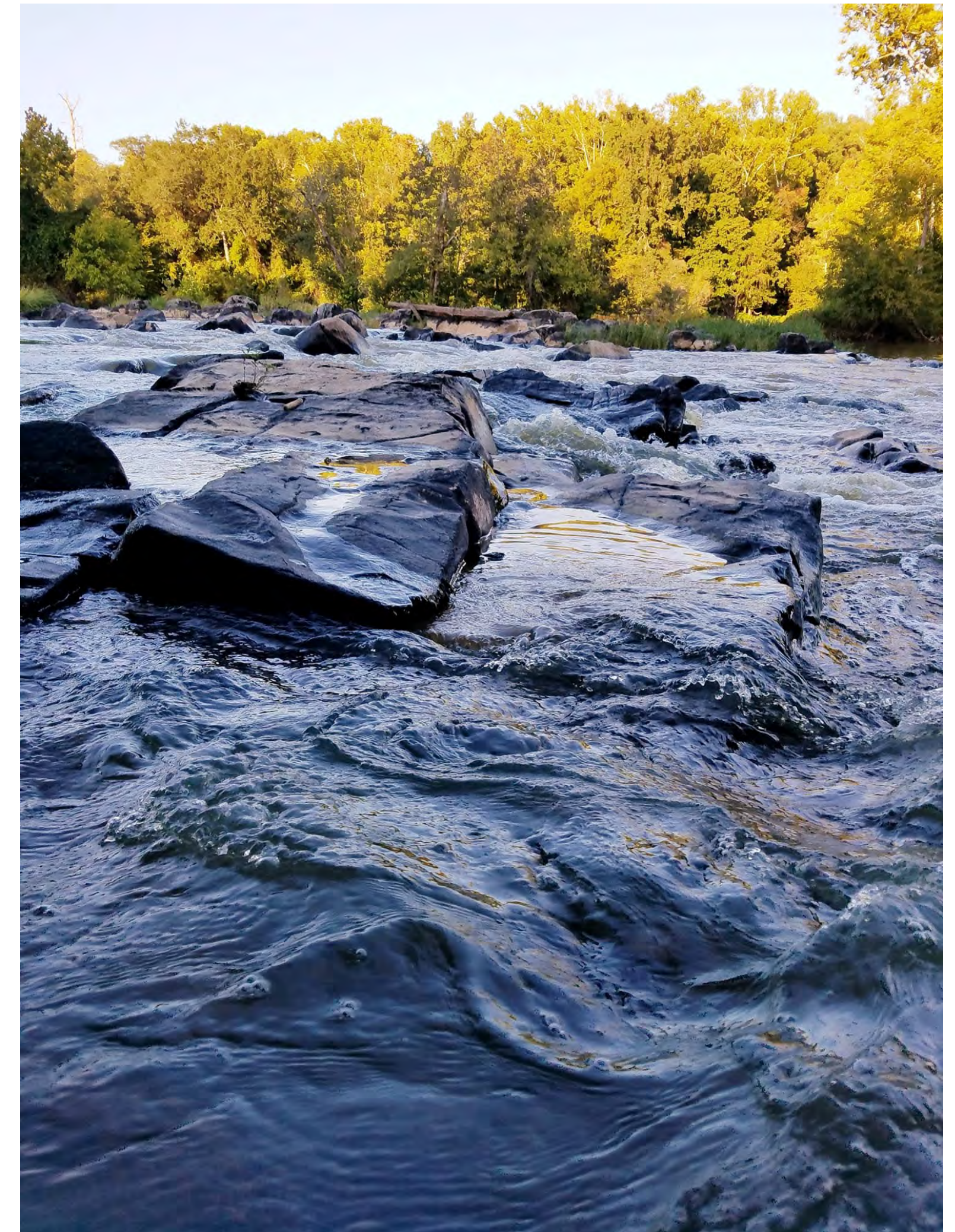
ERAC Liaisons

- With the goal of more communication and partnerships between advisory boards and committees, ERAC appointed 2 members to attend Planning Board and Climate Change Advisory Committee meetings and make reports to ERAC.

Barriers and Challenges

The Environmental Review Committee addressed the problem of low attendance at our meetings in 2021- 2022 by reviewing the county's Advisory Board policy on attendance, and asking ERAC members to commit to following it. This, along with turnover on the committee, has seemed to solve the situation and the necessary quorum of members have been present in the past year to accomplish our goals.

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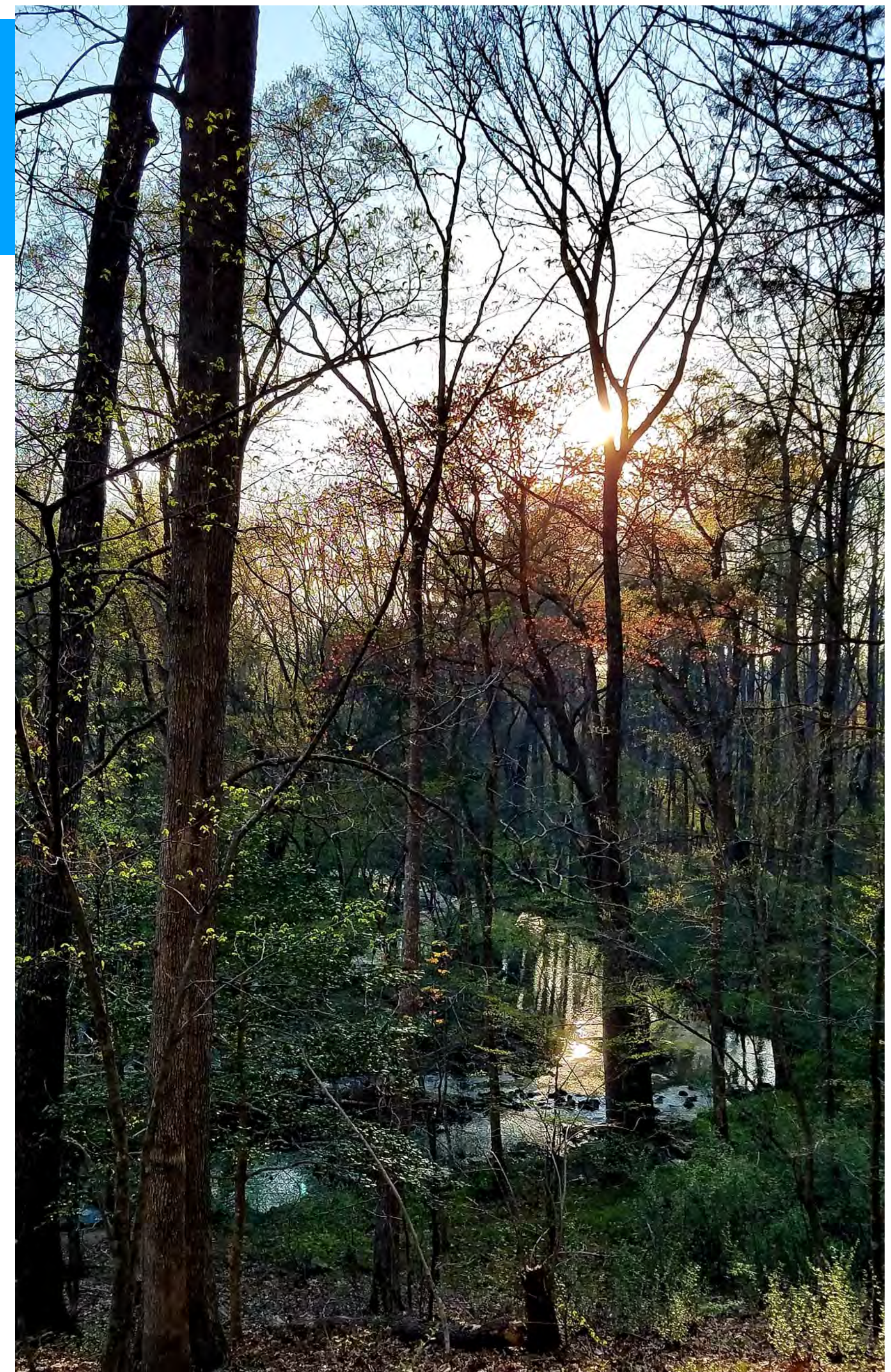
Recommendations

- We appreciate the support of the Board of Commissioners to create and appoint inter-advisory board/committee members to task forces to better tackle key environmental issues for the county.
- We encourage the BOC to request ERAC to provide advice on development and pollution issues that are in addition to the EIA reviews and Watershed Review Board recommendations. For example, topics such as water quality in our rivers and lakes, industrial pollutants, sedimentation issues and biodiversity and more could be taken up by ERAC if the BOC wishes to have our input on these issues.

We are here to serve you.

Thank You

We are grateful for the support of the **Watershed Protection Director, Rachael Thorn**, along with **Planning Director Jason Sullivan** and UDO consultants for the expertise they provide, and to **Holly Squires** as our excellent recording secretary.





Chatham County, NC

Text File

File Number: 23-5004

Agenda Date: 11/20/2023

Version: 1

Status: Work Session

In Control: Parks and Recreation

File Type: Agenda Item

Vote to adopt the Haw River Trail Feasibility Study and its findings and recommendations.

Introduction & Background:

In 2022, the Triangle J Council of Governments received an Economic Development Assistance grant on behalf of Chatham and Alamance counties to fund a Haw River Trail Corridor Feasibility Study and Economic Impact Analysis. In October of 2022, Alta Design and Planning of Durham was hired to conduct the study. The Haw River Trail Study for Chatham County is the result of these efforts.

As the study highlights, numerous past planning efforts in Chatham County have included development of the Haw River Trail as a priority for Chatham residents and some progress had been made towards the trail.

As the population of our county grows, so does the demand for opportunities for outdoor recreation. Ample studies have shown the strong economic, health and social benefits trails can provide to communities. This study provides a solid foundation for the Haw River State Trail to become a valuable asset to Chatham County.

Discussion & Analysis:

Drawing on input from county and local residents and project stakeholders, the study builds on past efforts and provides a road map to further developing the Haw River State Trail in Chatham County. It examines the existing conditions on the ground and identifies guiding principles and strategies, key partnerships and recommends projects over near, mid, and long-term timeframes. An economic impact analysis draws on data from Alamance County and similar existing trails and provides a strong justification for supporting the recommendations laid out in the study. Finally, the study provides resources related to design, operations and maintenance, and funding opportunities to ensure that the planning, development, and ongoing maintenance of the trail is well implemented and sustainable over the long term.

How does this relate to the Comprehensive Plan:

This plan directly addresses goal six from the Comprehensive Plan, which is to provide recreational opportunities and access to open space.

It also relates to the goals of conserving natural resources (goal five) and fostering a healthy community (goal ten).

Budgetary Impact:

None

Recommendation/Motion:

Motion to adopt the Haw River Trail Feasibility Study, its findings, and recommendations.

An aerial photograph of a river winding through a vast, dense green forest. The river is dark blue-grey, with some lighter patches of water and rocks visible. A small bridge with several wooden piers crosses the river in the middle distance. The forest is thick and covers the entire landscape, extending to the horizon under a clear sky.

Haw River Trail Feasibility Study

Chatham County Board of Commissioners
Plan Adoption Request

Project Background

- 2019 Chatham County Parks and Recreation Master Plan survey established the Haw River Trail as a priority recreational opportunity for Chatham residents.

Project Background

- 2019 Chatham County Parks and Recreation Master Plan survey established the Haw River Trail as a priority recreational opportunity for Chatham residents.
- In 2022 TJCOG received an Economic Development Assistance grant on behalf of Chatham and Alamance Counties .



Project Background

- 2019 Chatham County Parks and Recreation Master Plan survey established the Haw River Trail as a priority recreational opportunity for Chatham residents
- In 2022 TJCOG received an Economic Development Assistance grant on behalf of Chatham and Alamance Counties
- EDA grant funded the Haw River Trail Feasibility Study for Chatham County.



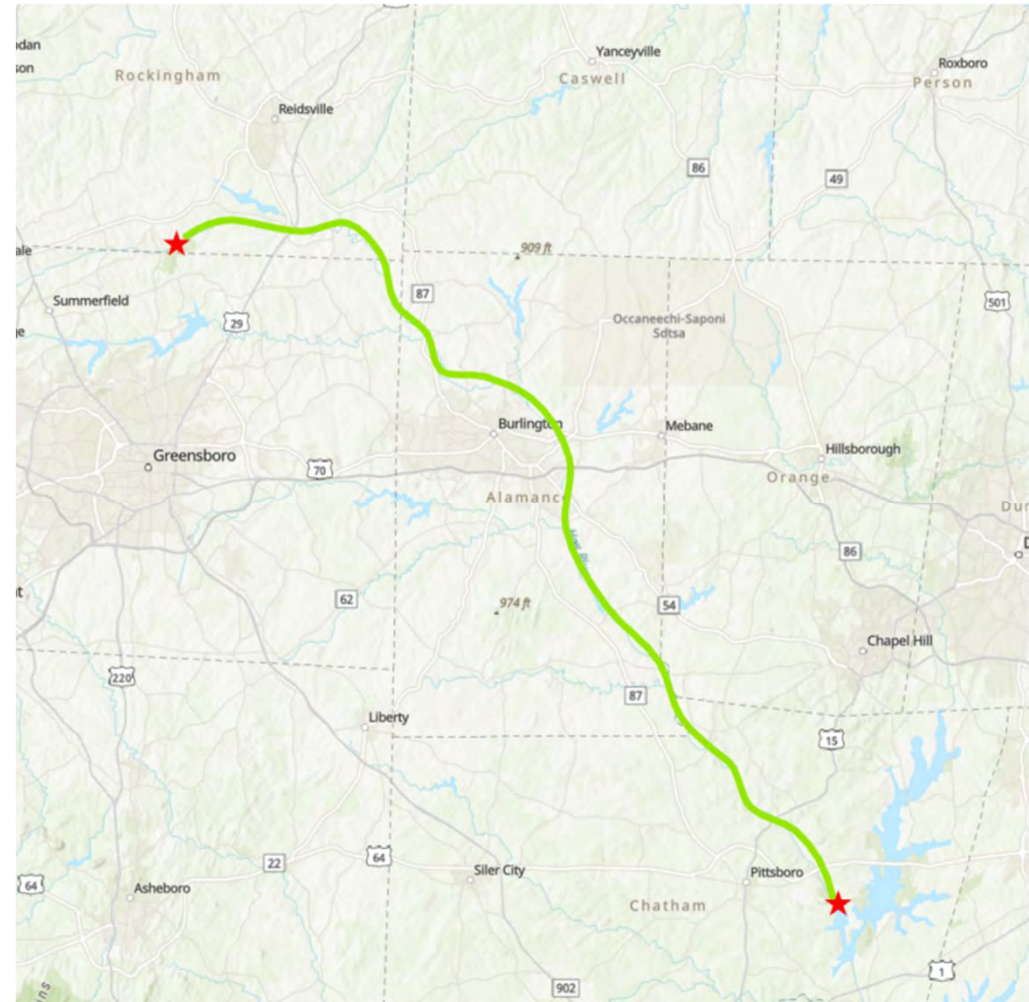
Project Background

- 2019 Chatham County Parks and Recreation Master Plan survey established the Haw River Trail as a priority recreational opportunity for Chatham residents.
- In 2022 TJCOG received an Economic Development Assistance grant on behalf of Chatham and Alamance Counties .
- EDA grant funded the Haw River Trail Feasibility Study for Chatham County.
- Alta Design + Planning Hired in October of 2022.



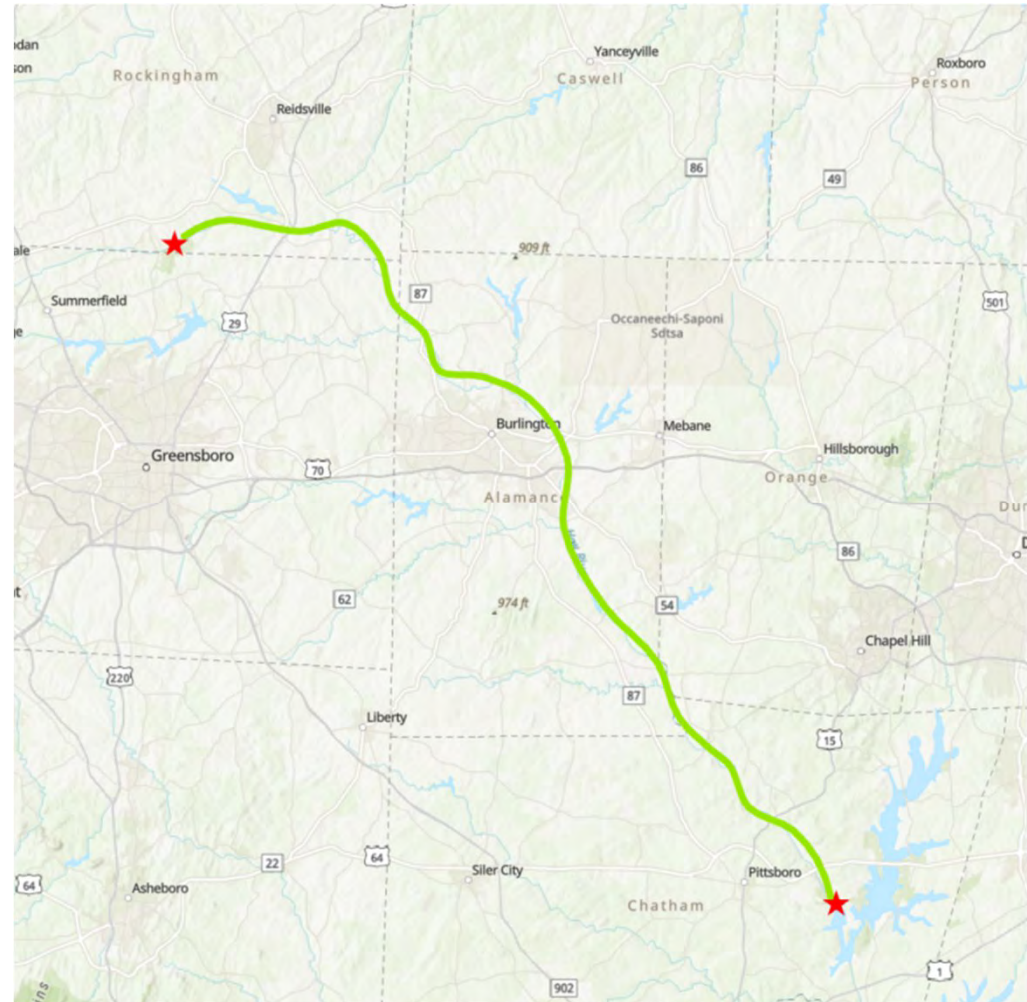
Project Context

- The Haw River Trail Concept
 - Hiking and Paddle Trail from Haw River State Park to Jordan Lake Recreation Area.



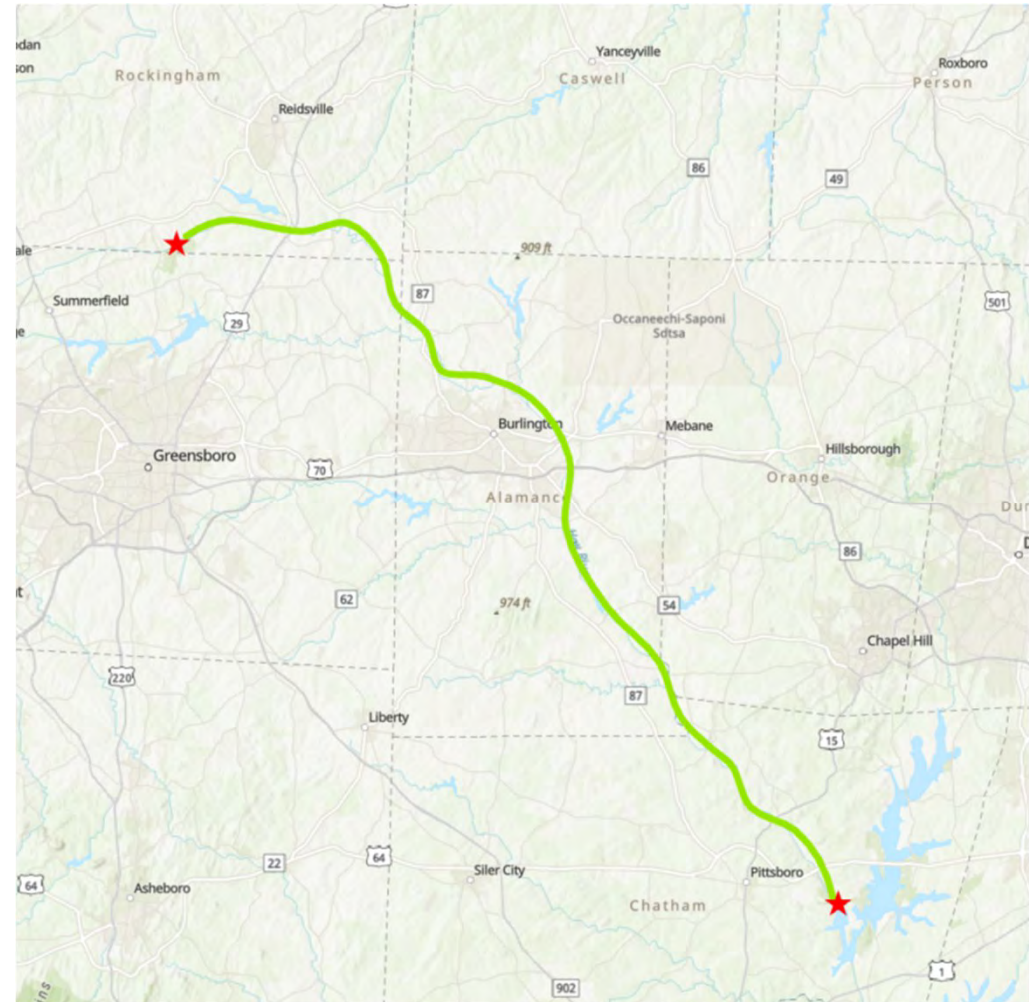
Project Context

- The Haw River Trail Concept
 - Hiking and Paddle Trail from Haw River State Park to Jordan Lake Recreation Area.
 - Passes through 5 NC Counties.



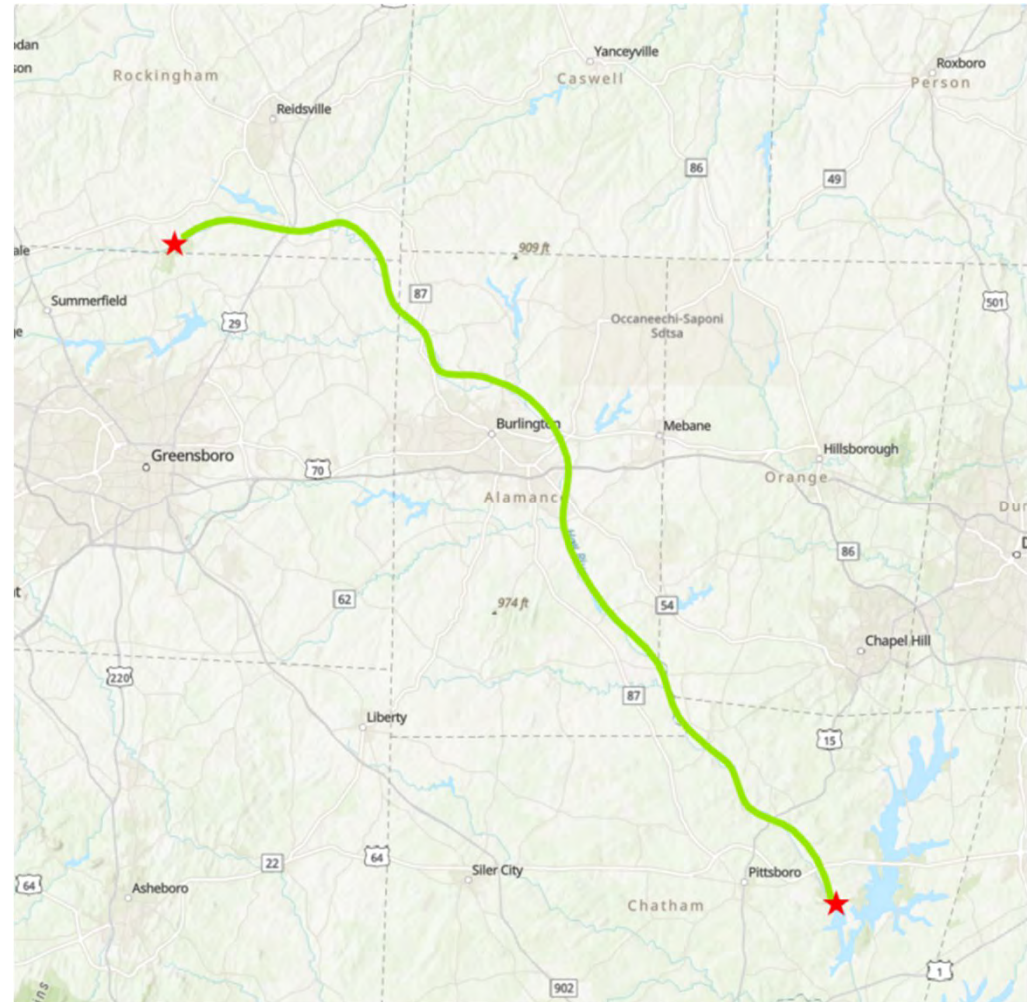
Project Context

- **The Haw River Trail Concept**
 - Hiking and Paddle Trail from Haw River State Park to Jordan Lake Recreation Area.
 - Passes through 5 NC Counties.
 - Authorized as an official state trail by NC Legislature in June of 2023.



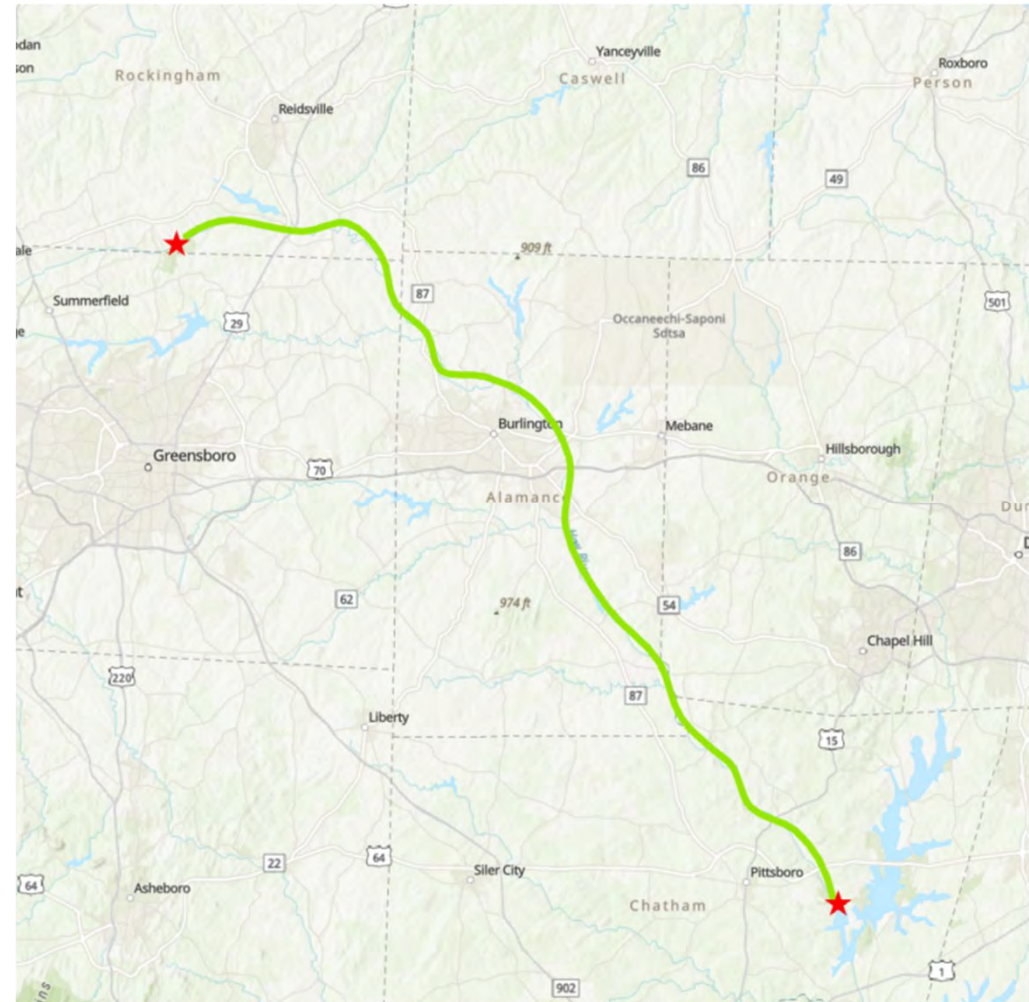
Project Context

- **The Haw River Trail Concept**
 - Hiking and Paddle Trail from Haw River State Park to Jordan Lake Recreation Area.
 - Passes through 5 NC Counties.
 - Authorized as an official state trail by NC Legislature in June of 2023.
 - Majority of trail development to date has occurred in Alamance County.



Project Context

- **The Haw River Trail Concept**
 - Hiking and Paddle Trail from Haw River State Park to Jordan Lake Recreation Area
 - Passes through 5 NC Counties
 - Authorized as an official state trail by NC Legislature in June of 2023
 - Majority of trail development to date has occurred in Alamance County
 - Social trail and 3 existing paddle accesses in Chatham County



Project Context

- The Study Area
 - The study focused on the trail corridor within Chatham County.



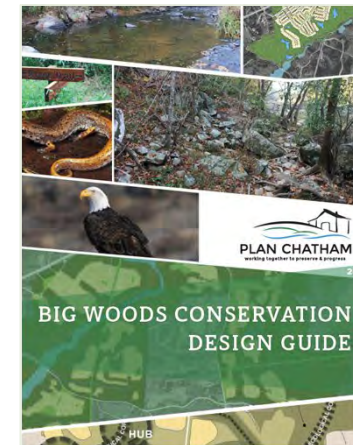
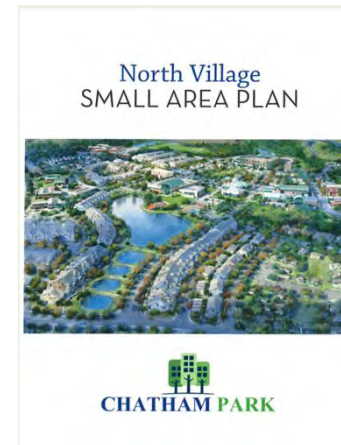
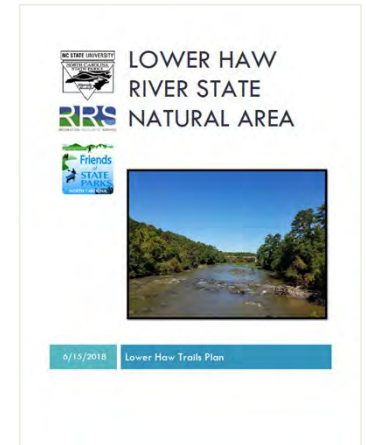
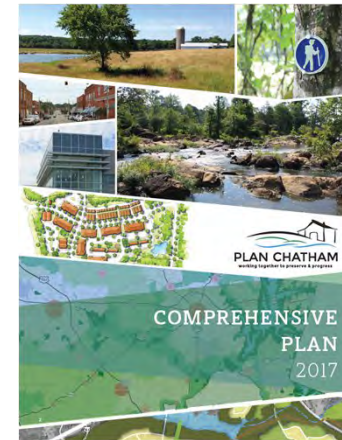
Project Context

- **The Study Area**
 - The study focused on the trail corridor within Chatham County.
 - Approximately 16 miles along the Haw River.



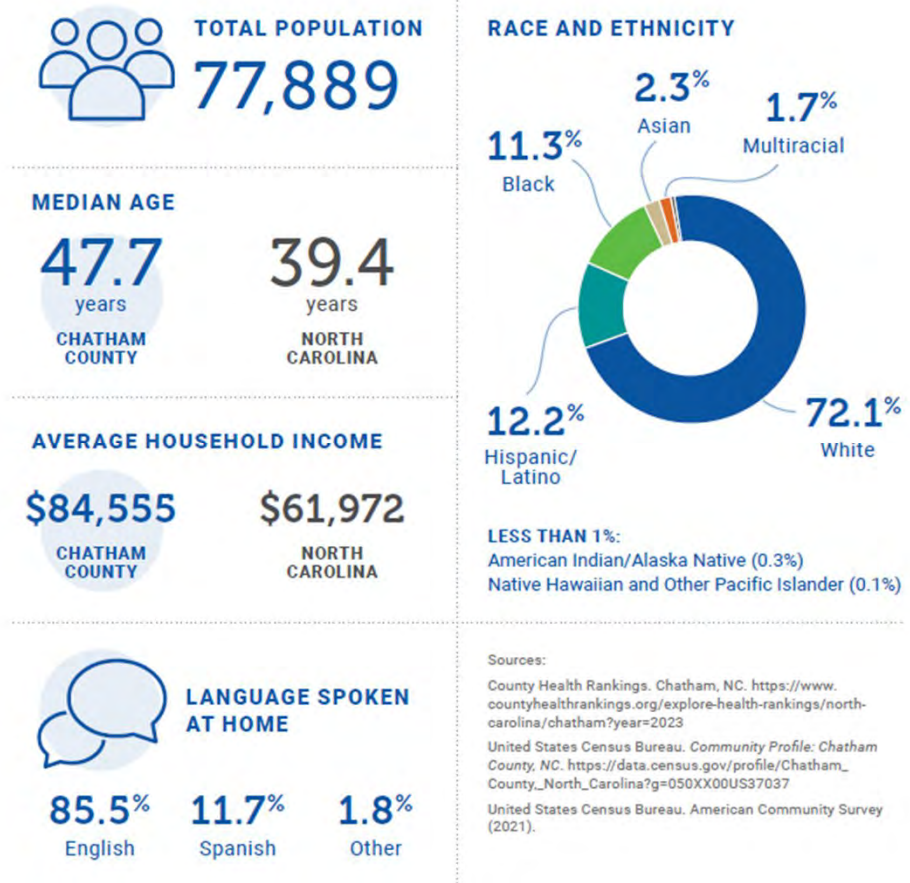
Project Context

- Past Plans
 - Numerous previously completed planning efforts have highlighted the Haw River Trail as a community priority for the county. This study was informed by these documents.



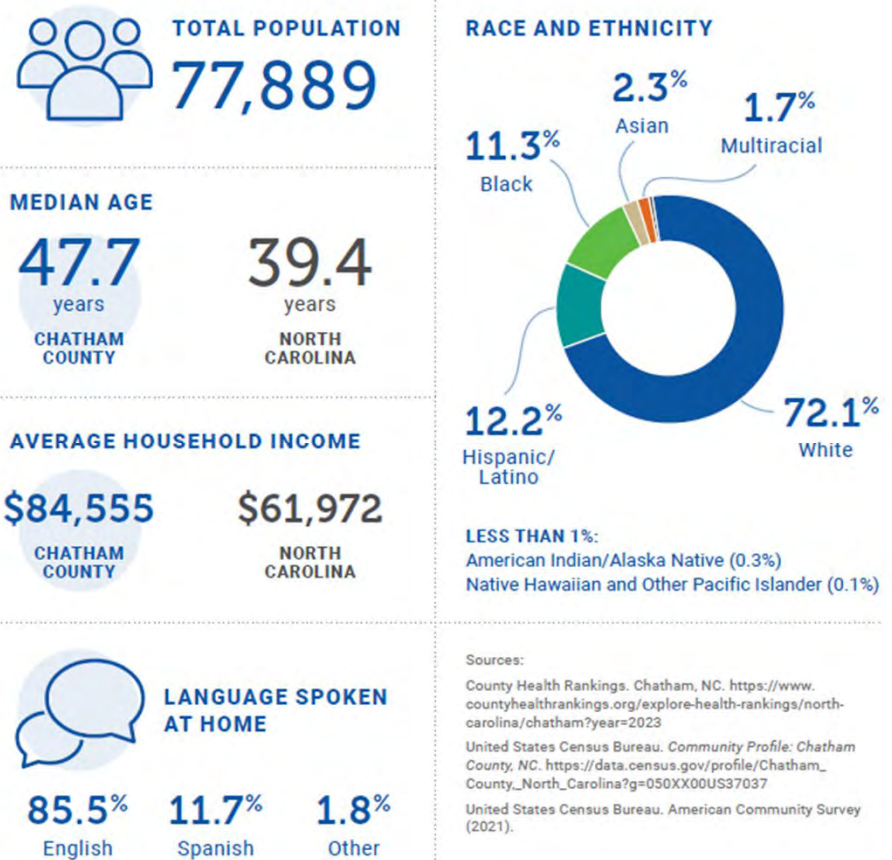
Project Context

- Chatham County at a Glance
 - As the county grows, demand for recreation opportunities will also increase.



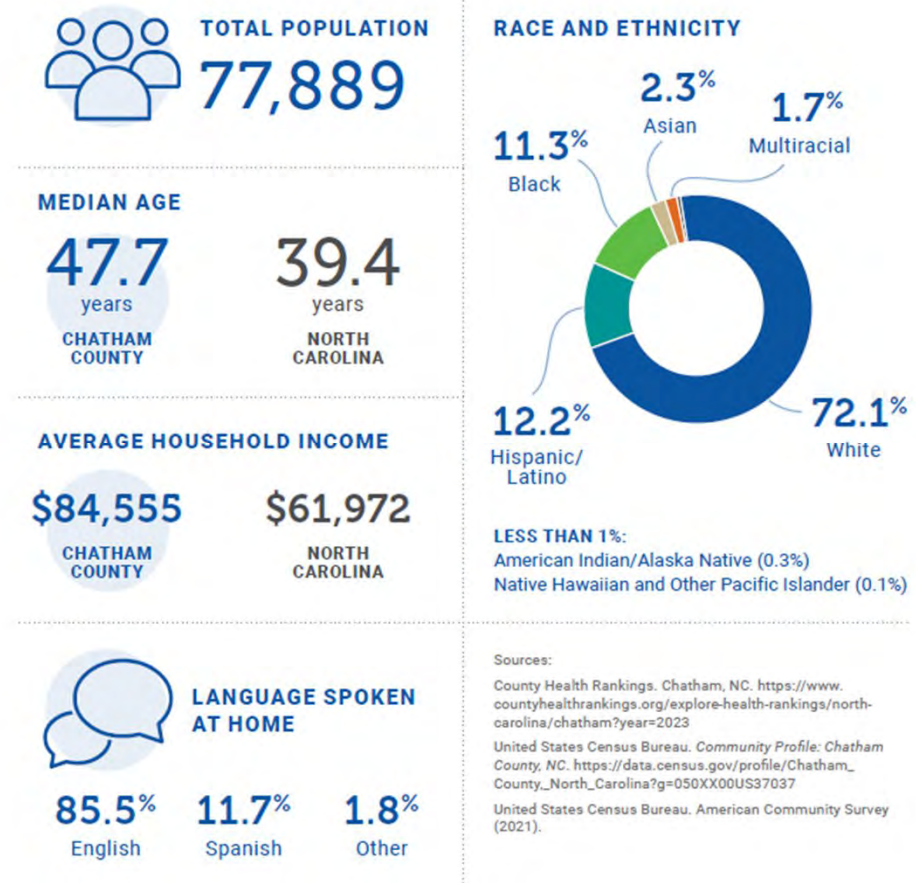
Project Context

- Chatham County at a Glance
 - As the county grows, demand for recreation opportunities will also increase
 - A strong need to provide nature-based recreation opportunities for all ages and wealth levels.



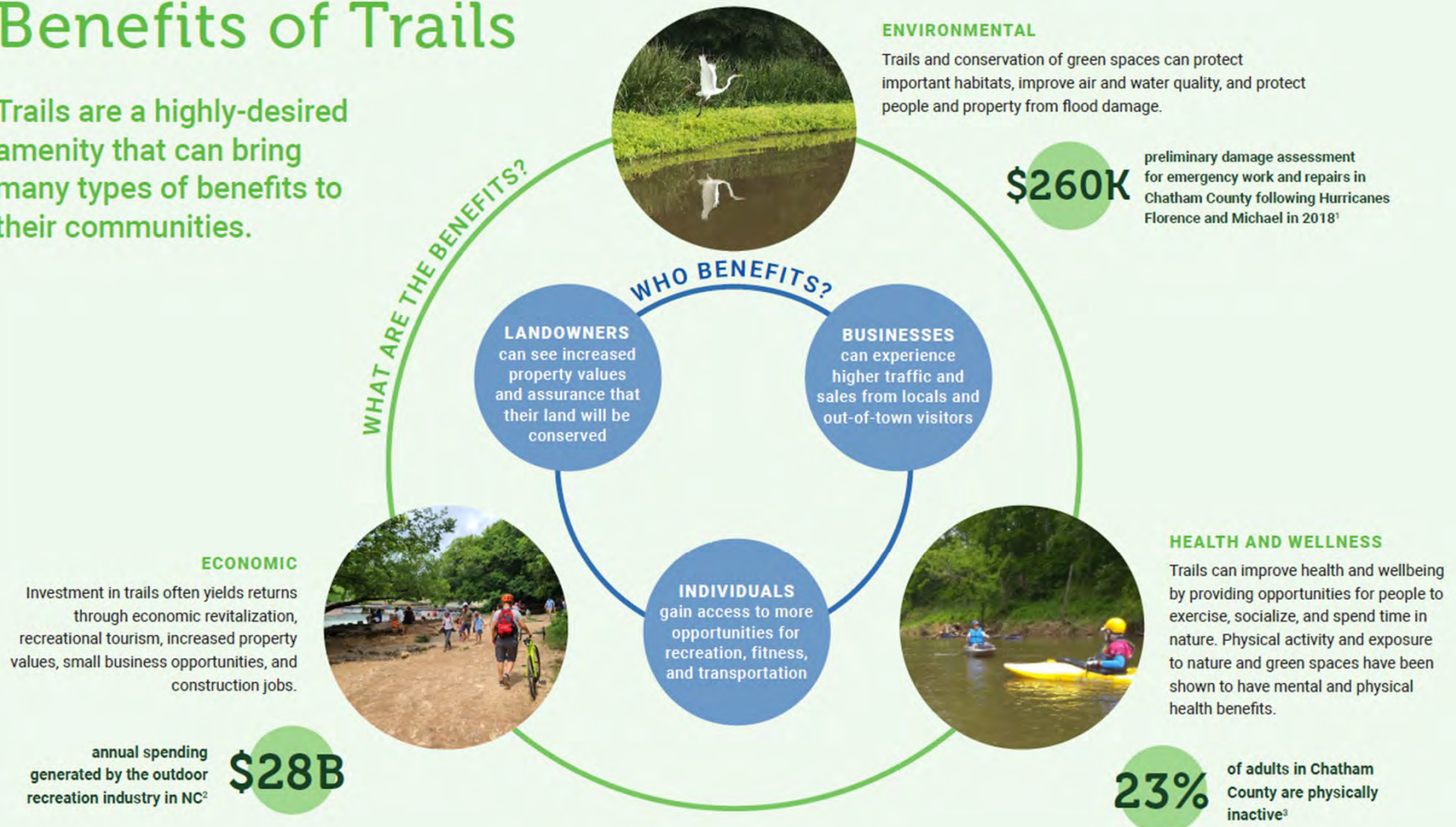
Project Context

- Chatham County at a Glance
 - As the county grows, demand for recreation opportunities will also increase.
 - A strong need to provide nature-based recreation opportunities for all ages and wealth levels.
 - Trails can improve the quality of life in Chatham County for all residents.



Benefits of Trails

Trails are a highly-desired amenity that can bring many types of benefits to their communities.



When completed, the Chatham County sections of the Haw River State Trail could generate...

\$11.7M in annual trail visitor spending on goods, services, and lodging*

\$7,069 per day from hiking
\$45,934 per day from paddling

Based on previous studies of the observed benefits of other similar existing trails



140 hikers/day



140 paddlers/day

ABOUT THE ANALYSIS

For the purposes of this analysis, the "completed Haw River State Trail" refers to the long-term vision of a conceptual HRST through Chatham County, based on existing segments of trail and the vision laid out in this report for hiking trail on both sides of the river and improved hiking and paddle access the length of the river. Estimated benefits were based on independent research and data from local paddle operators and Alamance County.

Planning Process

- The Steering Committee
 - Representatives from local government, nonprofits, the business community, and outdoor interest groups.



Planning Process

- The Steering Committee
 - Representatives from local government, nonprofits, the business community, and outdoor interest groups.
 - Provided valuable input to the process and helped establish guiding principles for the study and implementation of the trail.



Planning Process

- Public Engagement Approach



STEERING COMMITTEE

The steering committee was made up of representatives from local governments, nonprofits, the business community, and outdoor interest groups.



PROJECT WEBPAGE

The Chatham County website hosted a webpage dedicated to the project, with background information and links to project resources and participation opportunities.



PUBLIC SURVEY

The survey was available as a hard copy at pop-up events and online from April to July 2023. 88 people completed the survey.



POP-UP EVENTS

The project team hosted a pop-up table at several events, providing an opportunity to answer questions and share information about the project:

- March 25, 2023 at Chatham County Spring Ag Fest
- April 1, 2023 at Eggstreme Spring Fling



ONLINE PUBLIC INPUT MAP

The online input map was available online from March to July 2023. Users could add suggestions for trail routes and amenities, mark key destinations, and identify barriers to trail development. Users provided a total of 90 map comments.



STAKEHOLDER INTERVIEWS

The project team conducted small group interviews with the following stakeholders:

- North Carolina State Parks
- North Carolina Wildlife Resources Commission
- North Carolina Department of Transportation
- Town of Pittsboro
- Friends of Lower Haw River State Natural Area
- Carolina Canoe Club
- Conservation groups
- Chatham Park
- Bynum Community
- Andy McMahan
- Redbud Community
- Retreat on the Haw



Existing Conditions

- Opportunities & Constraints



ONE RIVER, MANY LAND OWNERS

Land along the river in Chatham County is a patchwork of public and privately owned property.

Existing Conditions

- Opportunities & Constraints



ONE RIVER, MANY LAND OWNERS

Land along the river in Chatham County is a patchwork of public and privately owned property.



GROWING PAINS

Several developments planned and underway could add more than 30,000 residents to Chatham County in the next 20 years, increasing demand for outdoor recreation while reducing available undeveloped land.

Existing Conditions

- Opportunities & Constraints



ONE RIVER, MANY LAND OWNERS

Land along the river in Chatham County is a patchwork of public and privately owned property.



NATURE + NURTURE

The river corridor is largely undeveloped; opportunities for increased public use and recreation must be balanced with habitat preservation and conservation.



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Existing Conditions

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GROWING PAINS

Several developments planned and underway could add more than 30,000 residents to Chatham County in the next 20 years, increasing demand for outdoor recreation while reducing available undeveloped land.



LOCAL CHAMPIONS

The concept for the trail originated with community groups, and local support remains strong.

Existing Conditions



Recommendations from Previous Plans

This map highlights key recommendations from previous planning documents related to the Haw River State Trail and regional bicycle and pedestrian connectivity. For a written summary of previous plan recommendations, see APPENDIX G.

LEGEND

- CITY BOUNDARIES
- LOWER HAW RIVER SNA
- DEDICATED NATURE PRESERVE
- OTHER PUBLIC LAND
- 100-YEAR FLOODPLAIN

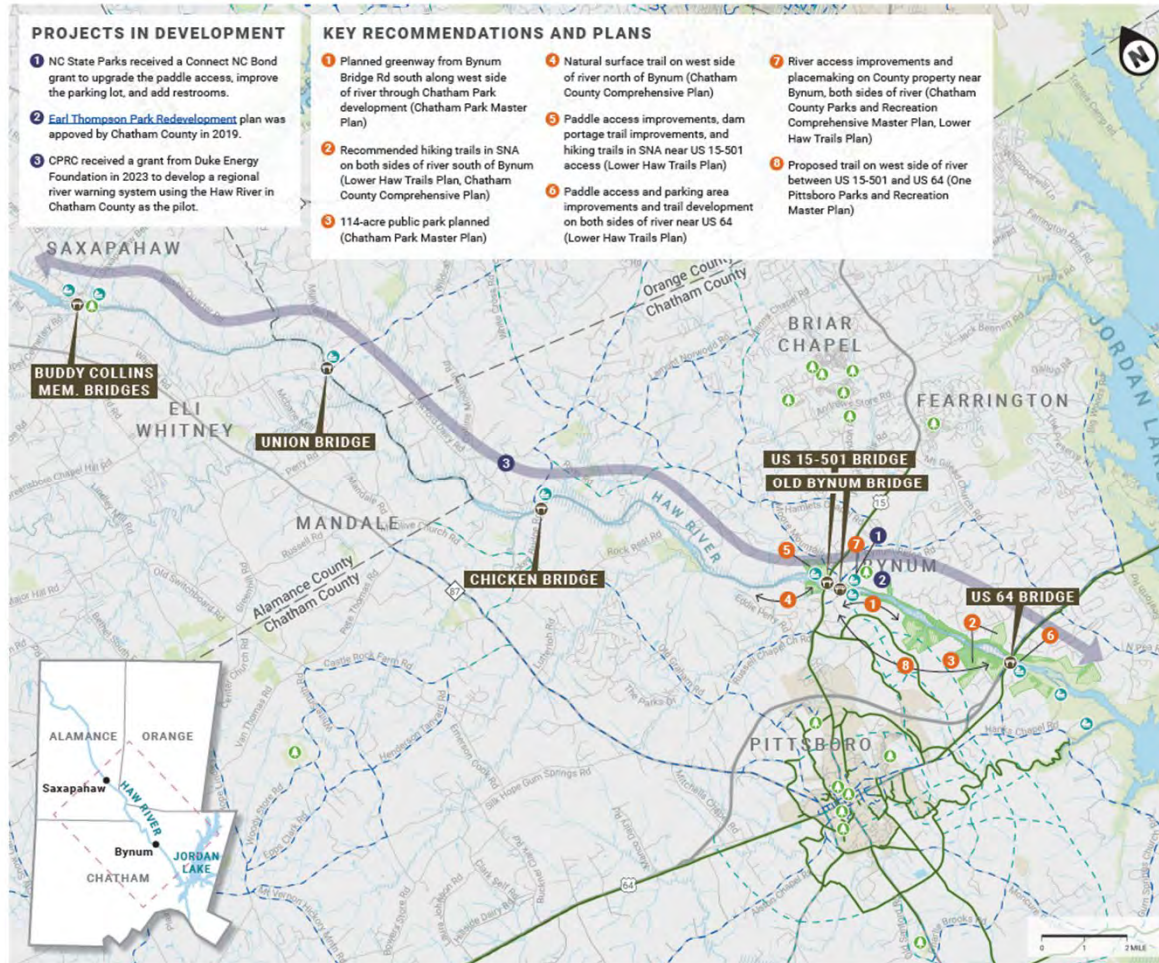
DESTINATIONS

- PUBLIC PADDLE ACCESS*
- PARK
- BRIDGE OVER HAW RIVER

PROPOSED FACILITIES

- PROPOSED SHARED-USE PATH
- PROPOSED BIKE LANE
- PROPOSED PAVED SHOULDER/SHARROW

*See page 15 for detailed descriptions of the existing paddle accesses in Chatham County.



Existing Conditions



EXISTING CONDITIONS:

Chatham County Line to Bynum

LEGEND

- CITY BOUNDARIES
- LOWER HAW RIVER SNA
- DEDICATED NATURE PRESERVE
- OTHER PUBLIC LAND
- 100-YEAR FLOODPLAIN

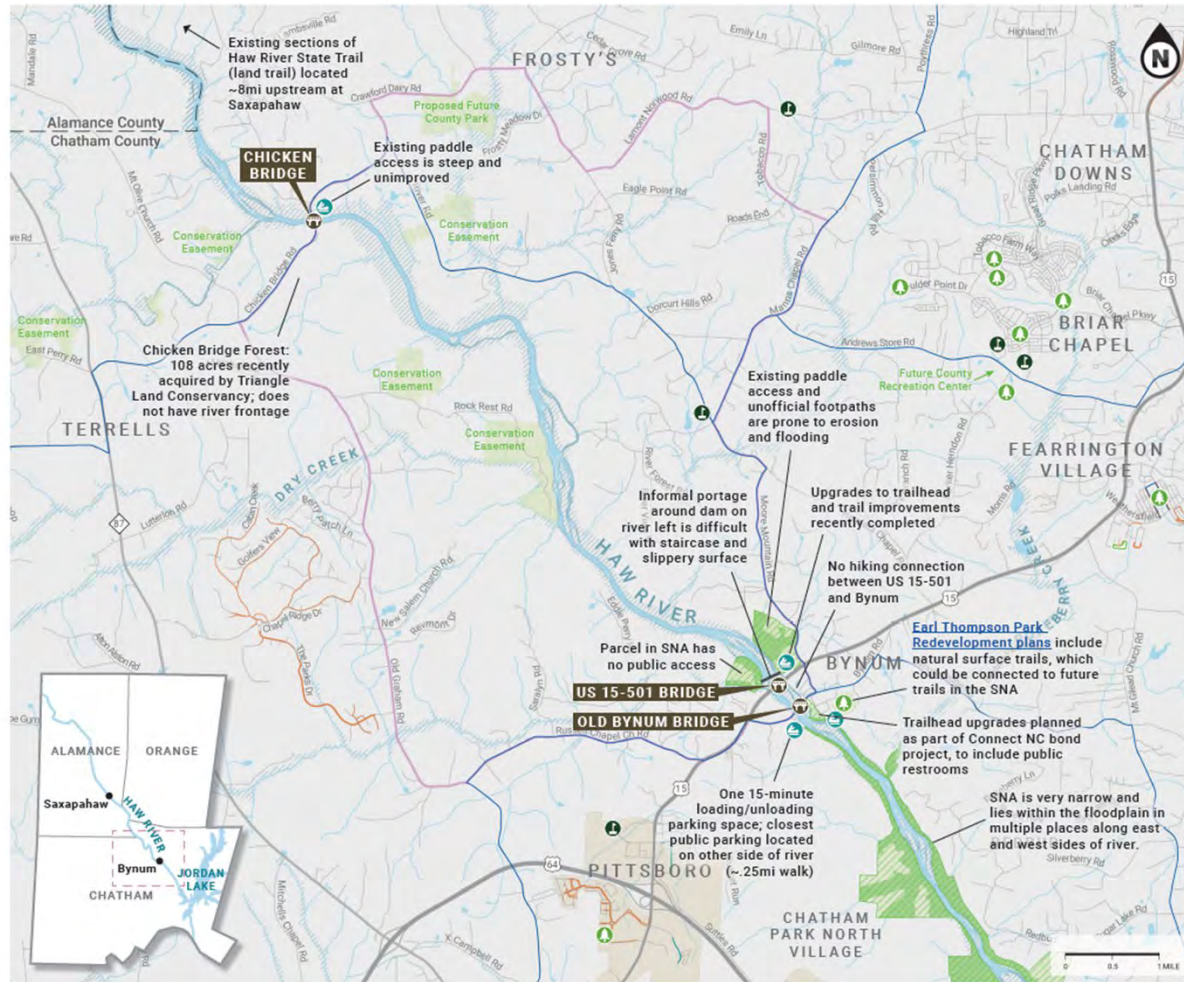
DESTINATIONS

- PUBLIC PADDLE ACCESS*
- PARK
- SCHOOL
- BRIDGE OVER HAW RIVER

EXISTING FACILITIES

- SHARED-USE PATH
- SIDEWALK
- BIKE LANE
- BIKE ROUTE/PAVED SHOULDER/SHARROW
- RECREATIONAL BIKE LOOP

*See page 15 for detailed descriptions of the existing paddle accesses in Chatham County.



Existing Conditions



EXISTING CONDITIONS:

Bynum to Jordan Lake

LEGEND

- CITY BOUNDARIES
- LOWER HAW RIVER SNA
- JORDAN GAME LAND
- JORDAN LAKE STATE RECREATION AREA
- DEDICATED NATURE PRESERVE
- OTHER PUBLIC LAND
- 100-YEAR FLOODPLAIN

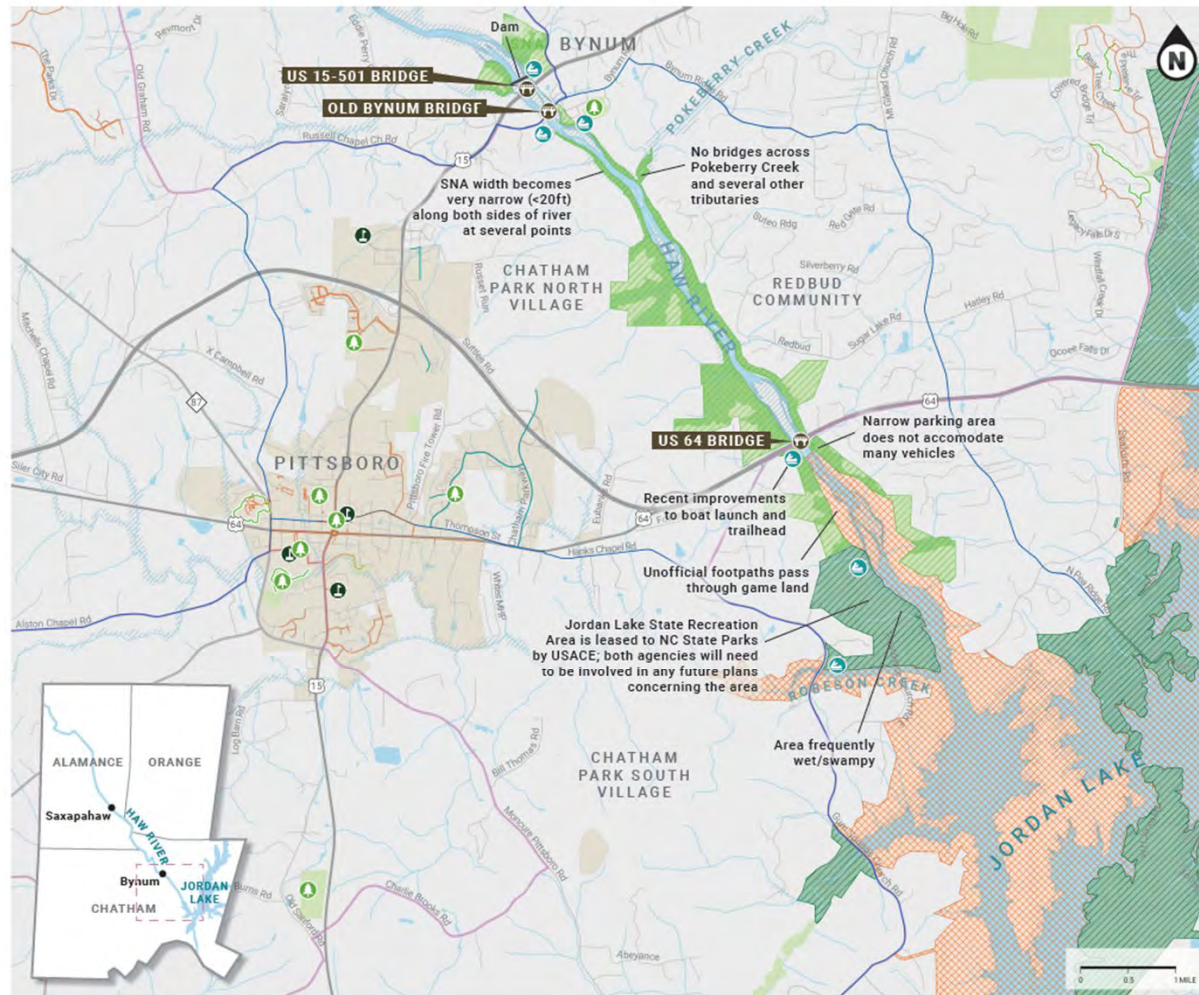
DESTINATIONS

- PUBLIC PADDLE ACCESS*
- PARK
- SCHOOL
- BRIDGE OVER HAW RIVER

EXISTING FACILITIES

- SHARED-USE PATH
- SIDEWALK
- BIKE LANE
- BIKE ROUTE/PAVED SHOULDER/SHARROW
- RECREATIONAL BIKE LOOP

*See page 15 for detailed descriptions of the existing paddle accesses in Chatham County.



Existing Conditions



Existing Conditions



Existing Conditions



There are six existing paddle accesses on the Haw River in Chatham County.

1. CHICKEN BRIDGE PADDLE ACCESS

Steep drop off with no structures, located approximately 400ft from the parking area along a footpath. The parking area is owned by NC DOT, but maintenance arrangements are needed.

2. US 15-501 PADDLE ACCESS

Natural bank that is often subject to erosion and flooding. Paddlers must carry boats approximately 600ft from the large parking area along a wooded footpath to reach the access. Access is located several hundred feet upriver from the Bynum Dam. The parking area is maintained by Chatham County.

3. SOUTH BYNUM RIVER ACCESS

A natural beach (Bynum Beach) located approximately 200ft from parking area. Parking area has only one 15-minute loading spot, and parking is restricted on the surrounding streets. Therefore, paddlers must typically unload their boats, move their vehicles to the Bynum Mill Paddle Access (a 1.5-mile drive), then walk back over the pedestrian bridge to reach their boats (a 0.2-mile walk). The access is maintained by Chatham County.

4. BYNUM MILL PADDLE ACCESS

Natural earth/informal launch. Paddlers must carry boats from parking lot approximately 200ft on a difficult footpath. Trash cans are currently emptied by volunteers, but a long-term maintenance arrangement is needed.

5. US 64 PADDLE ACCESS

Recently upgraded staircase and boat slide located directly adjacent to a large parking area. The parking area and access are maintained by Chatham County.

6. ROBESON CREEK CANOE LAUNCH

Floating dock with ramp and ladder located approximately 100ft from the parking area. Users report that this design can be difficult to use with larger kayaks and canoes. This access is maintained by NC State Parks.

Public Engagement Summary

This planning process included public outreach and engagement. The goals were to understand the public's priorities and concerns with regard to the development of walking and paddle trails along the Haw River.

This page highlights key survey results and recurring themes heard throughout the input process. Small-group interviews with stakeholders were also conducted. For a summary of each stakeholder interview, see APPENDIX F.



"What trail features are most important to you?"

Respondents could select multiple answers; top three results shown

- **75%** Parking at trailheads
- **53%** Trashcans and pet waste stations
- **43%** Water fountains/restrooms at trailheads



None of the Haw River accesses in Chatham County have restrooms or water fountains

79%

of respondents said the development of the Haw River State Trail in Chatham County is **"very important"** to them.

"What are the most important benefits and uses of the trail?"

Respondents could select multiple answers

- **96%** Access to nature and the outdoors
- **89%** Recreation/fitness
- **79%** Habitat and environmental protection/awareness
- **43%** Economic development
- **11%** Transportation/connectivity
- **3%** Other



INTERACTIVE ONLINE MAP

Feedback received through the online map generally aligned with the themes in the survey responses. Commenters suggested additional paddle accesses, desired trail connections and amenities, and pointed out destinations along the corridor. Some expressed concerns about inadequate parking, trail and trailhead maintenance/cleanliness, impacts to wildlife, and traffic.

KEY THEME: BALANCING GROWTH WITH STEWARDSHIP

Chatham County is growing quickly, with the Chatham Park development alone expected to add 60,000 residents over the next few years. While this growth represents opportunities, such as more parks and amenities, many current residents are also concerned with mitigating the potential impacts this growth could have on the natural environment and scenic beauty of the undeveloped Haw River corridor.

"The Haw River has the most scenic and enjoyable paddling experience in our region. [Trail] development would increase its appeal as a tourist destination."

—Public survey respondent

"The lands around the Haw River are experiencing heavy development. As such, I hope the public lands adjacent to the Haw are kept as natural as possible."

—Public survey respondent

"Conservation through recreation is an important way to protect our natural resources along the river."

—Public survey respondent



Screenshot of interactive online map

Partners and their Roles

LEAD AGENCY

Chatham County

- Pursue trail implementation and funding opportunities, including ways to leverage funds and technical assistance across federal, state, local, private, and non-profit sources.
- Work with NC State Parks on trail implementation on SNA land and beyond as HRST has become the newest state trail.
- Establish development policies that require some form of trail/land dedication and work with developers to dedicate trail and trail right-of-way during projects near the Haw River.
- Work with voluntary landowners to acquire trail easements for the HRST.
- After major sections are completed, coordinate with project partners on a comprehensive hiking and paddle wayfinding system.
- As improvements are made, maintain a GIS database of trails and access amenities that are existing and in-development and share mapping updates with project partners.

PRIMARY PARTNERS

NC State Parks

Work closely with Chatham County on trail implementation in SNA and other State Parks land, and provide financial and technical support as the newest state trail grows.

Haw River Trail Study Steering Committee

The steering committee for this study will be combined with the current FLOHA HRST committee and continue to meet every other month. Implementation subcommittees will be created as well.

SUPPORTING PARTNERS



State, Regional, and Local Government

- **NCDOT DIVISION 8:** Support Chatham County in access and trail improvements in NCDOT right-of-way as well as walking and biking connectivity to access points along NCDOT roads as opportunities arise.
- **NC WILDLIFE RESOURCE COMMISSION:** Support Chatham County on developing a strategy for appropriate trail connectivity to game land as well as educational signage and access management.
- **CPRC:** Coordinate with Chatham County and partners on funding opportunities; incorporate and prioritize proposed HRST projects and connectivity within long-range transportation plans.
- **ALAMANCE COUNTY:** Coordinate with Chatham County on county to county HRST connectivity opportunities as well as lessons learned from HRST implementation in Alamance County.
- **TOWN OF PITTSBORO:** Coordinate with Chatham County and partners on connectivity and maintenance for sections in the Town of Pittsboro.



Non-profit Organizations

- Non-profit partners such as **FLOHA, HAW RIVER ASSEMBLY, CAROLINA CANOE CLUB, TRIANGLE LAND CONSERVANCY, THE CONSERVATION FUND, TRIANGLE TRAILS INITIATIVE, and BYNUM FRONT PORCH** continue to lead in many different areas of trail implementation, as they:
- Strategically pursue conservation of a contiguous corridor of land for the HRST and protection of natural resources along the Haw River.
 - Advocate for equity and inclusion in access to trails and the outdoors.
 - Promote public use of trails and awareness of the benefits of trails.
 - Propose new trail segments and project ideas.
 - Lead on implementation of new trail sections.
 - Lead on coordinating volunteer trail projects and maintenance of existing trails and access.
 - Advocate for HRST inclusion in local and regional trail plans.
 - Build public support for successful trail-related bond initiatives.
 - Advocate for safe and sustainable trail development.

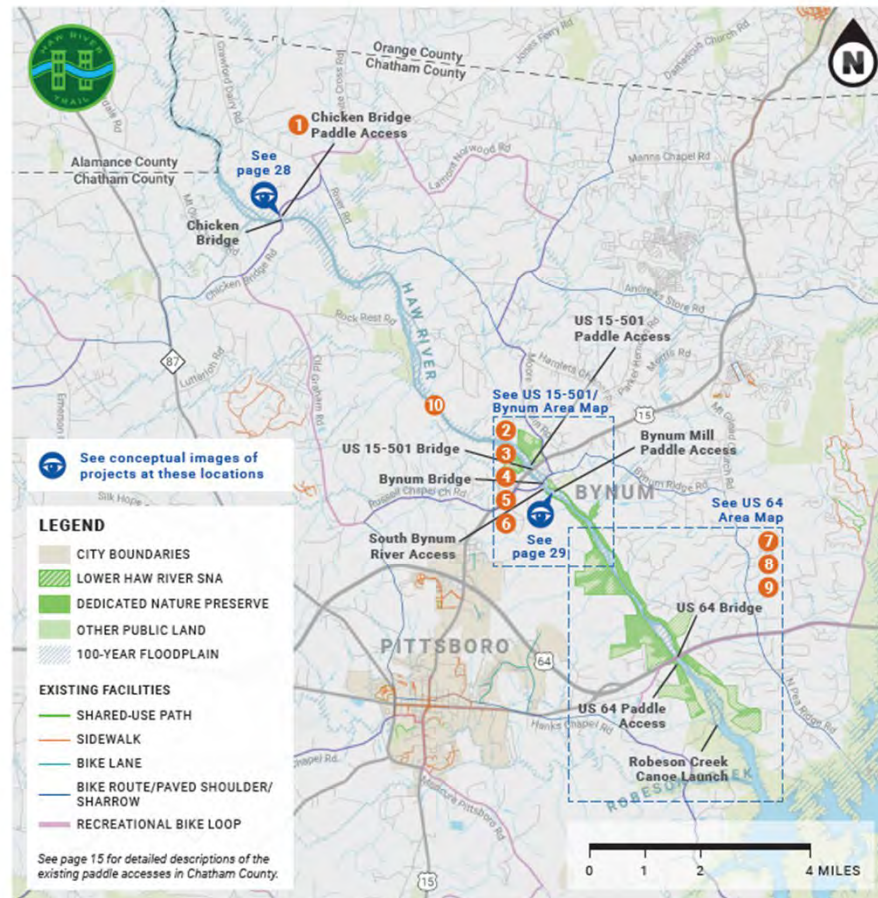


Private Partnerships

- Project partners should communicate the benefits of the HRST as described in this plan to local businesses, employers, landowners, and developers.
- **LOCAL BUSINESSES AND OUTFITTERS:** Recognize the benefits of a complete HRST trail corridor; help promote project funding; and capitalize on increased business as trail segments are completed.
 - **MAJOR EMPLOYERS:** Recognize the quality of life benefits that trails bring; champion the development of the trail through funding partnerships; and promote the trail as a means of talent recruitment and retention.
 - **ADJACENT LANDOWNERS:** Landowners wishing to dedicate land or easements for the HRST should contact Chatham County Parks and Recreation.
 - **CONSULTANTS:** Provide guidance to Chatham County and partners on project development, sustainable trail design, and trail construction services.
 - **DEVELOPERS:** Promote the quality of life benefits that trails bring; champion the development of the trail through funding and development partnerships; and market the trail as a selling point to potential buyers.

PROJECTS AND PHASING:

Near-Term Opportunities



- 1 Chicken Bridge Paddle Access Improvements** will upgrade the existing natural earth access, making it easier to use and reducing erosion of the river bank.



- 2 Bynum Access Management** will connect two parking areas and create one main entry point, redirecting trail visitor traffic away from neighborhood streets.



- 3 Bynum Trailhead Improvements** will improve the existing trailhead, adding several accessible facilities.



- 4 US 15-501/Bynum Area Hiking Trail Development** will develop trails on the east side of the river north of US 15-501, and the west side of the river south of Bynum.



- 5 Bynum Area Paddle Access and Safety Improvements** include adding wayfinding and safety signage for paddlers, improving the existing paddle access near US 15-501 and portage trail around Bynum Dam, and working with Chatham Park to create additional paddle accesses.



- 6 South Bynum River Access** will explore options to address the need for parking at this access.



- 7 US 64 Hiking Trail Development** will replace existing social trails with sustainably-designed trails on the west side of the river.



- 8 US 64 Paddle Access and Safety Improvements** includes navigational signage for paddlers.

- 9 Jordan Game Land Education and Safety** project will install signage at the US 64 trailhead to educate hunters, paddlers, and hikers about how to share the trails safely.

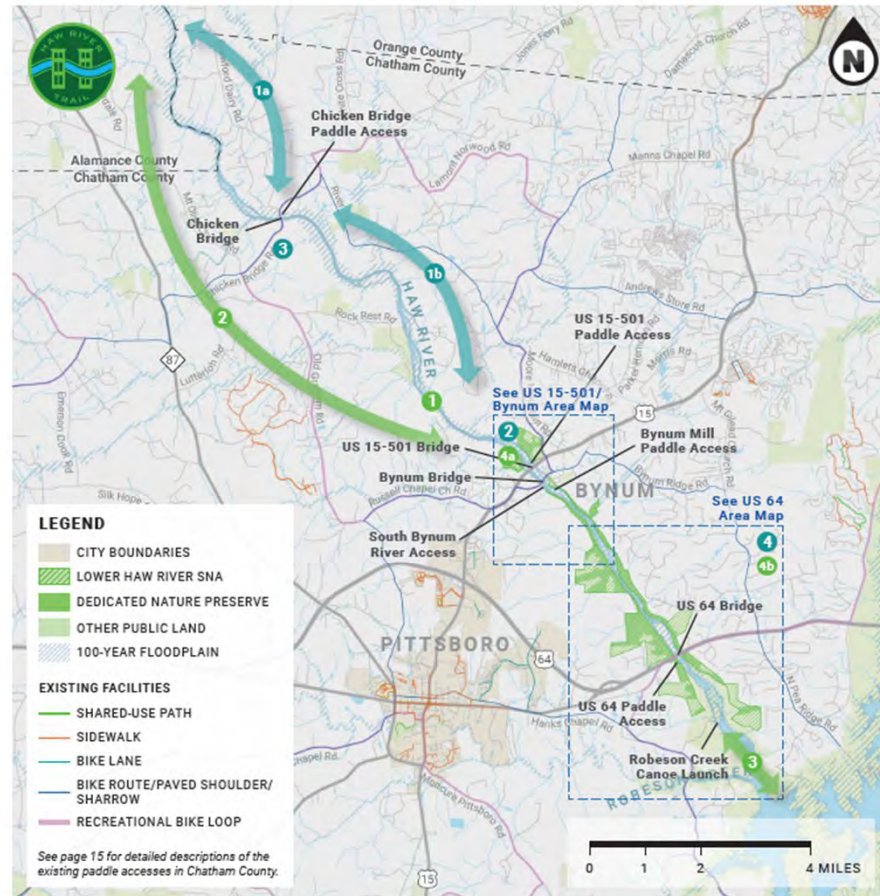


- 10 Corridor-wide Blueway Signage** project will assess the paddle trail for wayfinding and navigational signage needs and create a cohesive signage system and paddle trail maps for the Haw River State Trail in coordination with Alamance County.



PROJECTS AND PHASING:

Mid-and Long-Term Opportunities



MID-TERM OPPORTUNITIES

- 1 Add New Paddle Accesses between Union Bridge and Chicken Bridge, and between Chicken Bridge and Bynum Bridge (either side of river).



GROW SUSTAINABLY

- 2 Complete Trail Gaps near US 15-501 and Bynum to create a continuous, publicly accessible corridor.



BE A GOOD NEIGHBOR

- 3 Connect Chicken Bridge Forest to the River by working with willing landowners.



GROW SUSTAINABLY



BE A GOOD NEIGHBOR

- 4 Add Trailhead North of US 64 as the population increases and demand for trail access grows.



GROW SUSTAINABLY

LONG-TERM OPPORTUNITIES

- 1 Accessible Trail and Paddling Areas should be provided throughout the corridor as the trail is developed.



PRIORITIZE EQUITY

- 2 Hiking Trail Connections to Alamance County are a long-term goal.



GROW SUSTAINABLY

- 3 Hiking Trail Connections to Robeson Creek and Jordan Lake are a long-term goal.



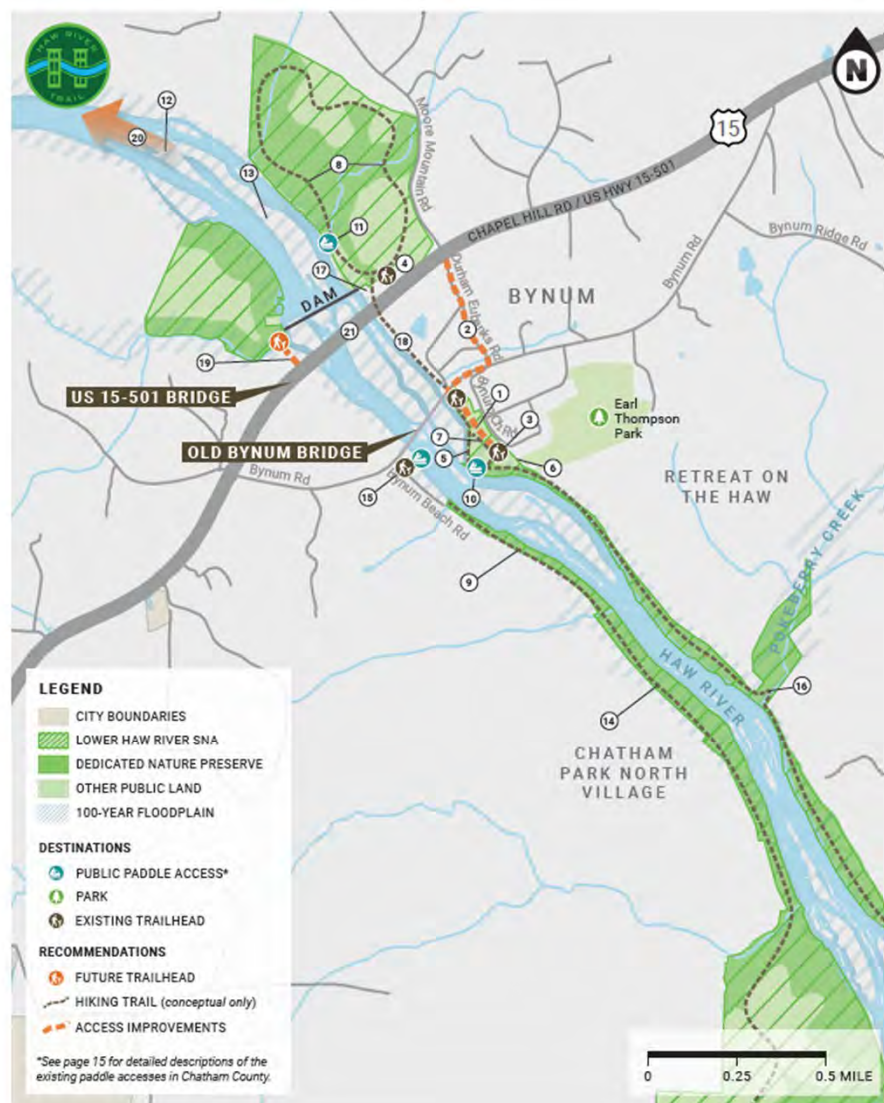
GROW SUSTAINABLY

- 4 Shared-use Paths along US 15-501 Bridge and US 64 Bridge to physically separate hikers and bicyclists from vehicle traffic.



GROW SUSTAINABLY

- 5 Shared-use Paths along US 15-501 Bridge and US 64 Bridge to physically separate hikers and bicyclists from vehicle traffic.



US 15-501/Bynum Area Map

NEAR-TERM OPPORTUNITIES

Bynum Access Management

- 1 Construct an approximately 650-foot roadway connection between the Bynum Rd entrance parking lot and the lower parking lot.
- 2 Add wayfinding signage to direct vehicular traffic from US 15-501 along Durham Eubanks Rd to the Bynum Rd entrance parking lot, directing trail traffic away from residential streets and designating the Bynum Rd access as the main entrance for vehicular access.
- 3 With the construction of a road connecting the two Bynum trailheads, the Bynum Church Rd entrance (lower trailhead) should be gated and used only as a service and emergency entrance.

Trailhead Improvements

- 4 Work with NCDOT to install vault toilets at US 15-501 parking area.
- 5 Create history walk with signage around meadow and construct outdoor education pavilion at Bynum Mill.
- 6 Create a formal trail connection from the lower trailhead to the future natural surface trails and other amenities at the [redeveloped Earle Thompson Park](#). The park's parking area will be located at the northern end, while the trails will connect at the southern end.
- 7 Create an ADA-accessible unpaved path (such as crushed limestone) connecting the two Bynum parking lots.

Hiking Trail Development

- 8 Develop a formal 1-2 mile hiking loop that protects ecologically sensitive areas. Some boardwalk will need to be constructed in flood-prone areas. Additionally, a bridge over Miles Creek will need to be constructed.
- 9 Explore the potential to co-locate an unpaved trail along road bed adjacent to SNA, in coordination with Chatham Park development. Create additional public access points as part of Chatham Park connectivity to the hiking trail.

Paddle Access and Safety Improvements

- 10 Paddle access improvements funded as part of the Connect Bond project at the lower trailhead.

- 11 Paddle access improvements and riverbank restoration needed above the dam river left; close the current access location and create a new access approximately 300 feet upstream, further away from the dam.
- 12 Add a sign at this location at the beginning of the island to direct paddlers left to the paddle access (to keep away from approaching dam).
- 13 Add a sign at this location to alert paddlers river right of island of an additional way to get to the paddle access and away from the dam.
- 14 Work with NC State Parks, Carolina Canoe Club, and Chatham Park to identify a location and features for a new paddle access in this vicinity. This will relieve some pressure on the Bynum Beach Rd access (where parking currently is not allowed) and provide connectivity to Pittsboro and future residences in Chatham Park.

South Bynum River Access

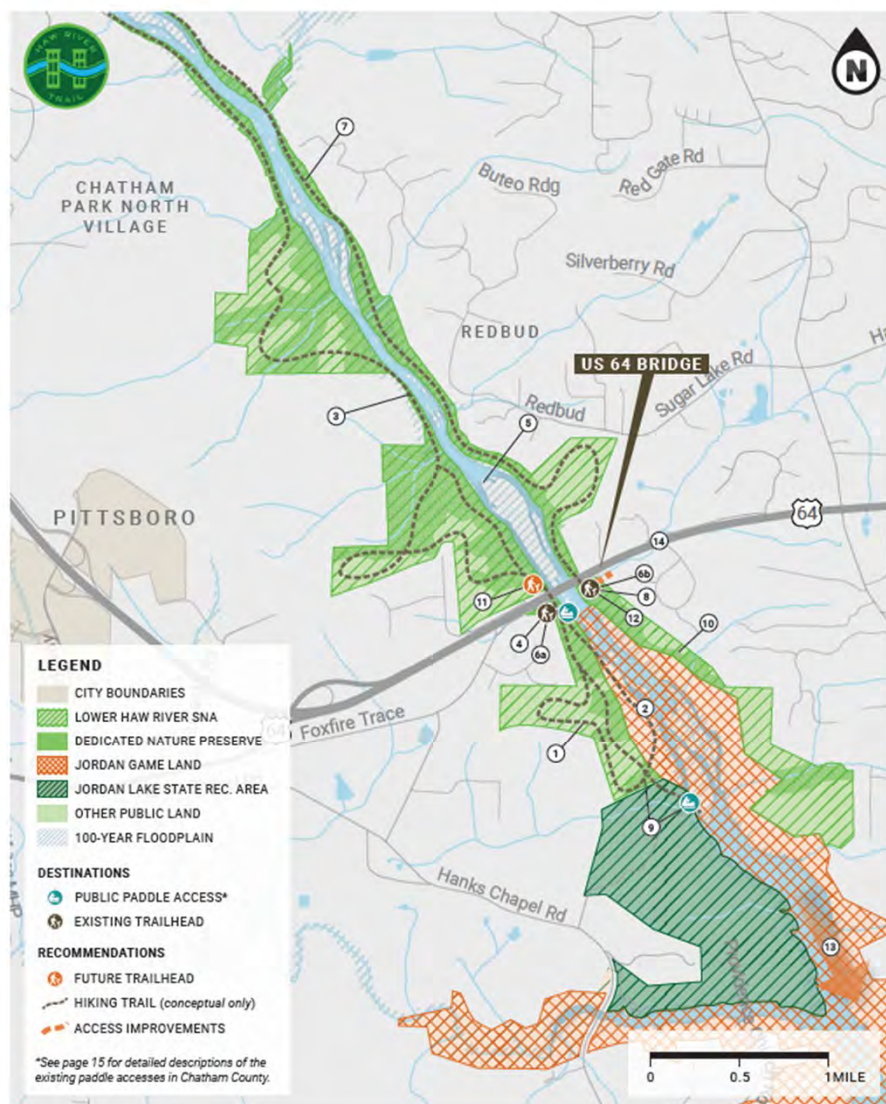
- 15 Explore options to add parking by: reinstating parking on NCDOT right-of-way, constructing parking on County-owned parcel, or constructing parking up the hill on Chatham Park property.

MID-TERM OPPORTUNITIES

- 16 Develop sustainable trail and bridge over Pokeberry Creek.
- 17 Improve the portage trail routing and surface at the Bynum Dam.
- 18 Easement needed to create trail connection linking the US 15/501 trailhead and the Bynum trailheads.
- 19 Potential development of trails in the SNA property river right north of US 15-501, in conjunction with NC State Parks.

LONG-TERM OPPORTUNITIES

- 20 Continue working with willing landowners to acquire trail easements and fee simple purchases, and continue developing the trail north to Chicken Bridge Rd.
- 21 Create a shared use path along the US 15/501 bridge to physically separate hikers (and bicyclists) from automobile traffic.



US 64 Area Map

NEAR-TERM OPPORTUNITIES

Hiking Trail Development

- 1 Develop formal hiking trail loop in SNA property downstream river right from the US 64 access. A bridge will be needed across the tributary just southwest of the US 64 trailhead parking lot.
- 2 Develop a formal trail from the river right US 64 access to the current extent of the existing informal trails (approximately 3,000 feet), working with Jordan Game Land managers. Any trail development on game lands should have enhanced trail markings to delineate boundaries along with game lands rules and safety signage.
- 3 Sustainable trail development along west of the river in coordination with Chatham Park for voluntary easements in narrow areas of the SNA; will also need bridges over several tributaries.

Paddle Access and Safety Improvements

- 4 Add vault toilets at existing paddle access/parking area.
- 5 Add a sign at the beginning of island to alert paddlers to stay river right to get to the US 64 access.

Jordan Game Land Education and Safety

- 6 Add signage at trailhead about state game lands rules and safety (both US 64 accesses). Future trail improvements should include enhanced trail markings to delineate game lands boundaries.

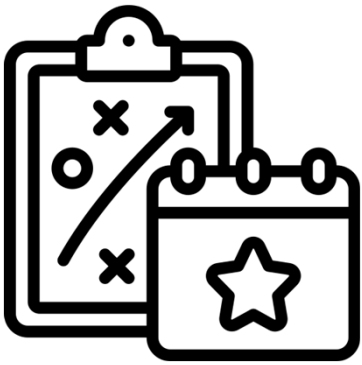
MID-TERM OPPORTUNITIES

- 7 In narrow areas of the SNA on the east side of the river with many adjacent property owners, sustainable formal trail development may not be possible without acquiring additional easements from willing landowners.
- 8 Create an improved paddle access river left at US 64 and improve trail connection from parking lot. This is especially important for paddlers who put in upstream and are approaching US 64 river left of the 3,200' island that ends just past US 64 but begins upstream of US 64.
- 9 Work with NC State Parks and USACE to create a formal trail connection between the Robeson Creek access and the US 64 access and trails through Jordan Lake State Recreation Area.
- 10 Work with NC State Parks to determine an appropriate level of trail development in SNA river left and south of US 64 (balancing the need for trail access with protection of species and habitats).
- 11 Service road ends near river; consider creating future trailhead here as the trail system grows and additional access are needed.
- 12 Expand existing US 64 parking area based on need as trail use increases.

LONG-TERM OPPORTUNITIES

- 13 Work with land managers to continue trail development to Robeson Creek and Jordan Lake State Recreation Area.
- 14 Create a shared use path along the US 64 bridge to physically separate hikers (and bicyclists) from automobile traffic.

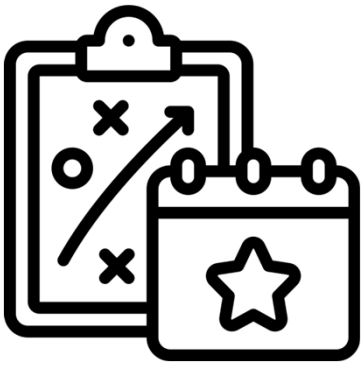
Resources



Program & Policy

- Trail Count/ Tracking Use
- Maps and User Guides
- Safety Resources
- Policy Resources for Conservation and Public Use

Resources



Program & Policy

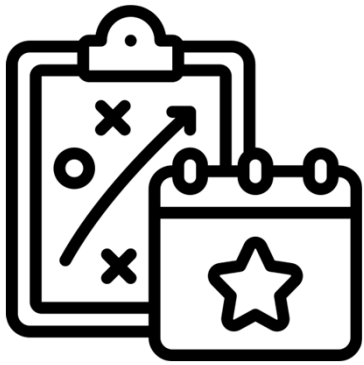
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Trail Design

- Sustainable Trail Design
- Blueway Design
- Accessibility & Safety
- General Trail Feature Costs

Resources



Program & Policy

- Trail Count/ Tracking Use
- Maps and User Guides
- Safety Resources
- Policy Resources for Conservation and Public Use



Trail Design

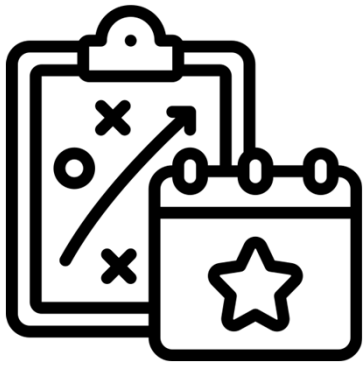
- Sustainable Trail Design
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- General Trail Feature Costs



Operations & Maintenance

- Strategies & Actions

Resources



Program & Policy

- Trail Count/ Tracking Use
- Maps and User Guides
- Safety Resources
- Policy Resources for Conservation and Public Use



Trail Design

- Sustainable Trail Design
- Blueway Design
- Accessibility & Safety
- General Trail Feature Costs



Operations & Maintenance

- Strategies & Actions



Funding

- Federal
- State
- Local
- Private



2023

HAW RIVER TRAIL STUDY

PREPARED FOR: Central Pines Regional Council & Chatham County

PREPARED BY: Alta Planning + Design

This study was funded by a grant from the U.S. Economic Development Administration.

OCTOBER 2023



Haw River Trail Study

A VISION FOR RECREATION,
CONSERVATION, AND ECONOMIC
DEVELOPMENT IN CHATHAM COUNTY

PREPARED FOR:

Central Pines Regional Council & Chatham County

PREPARED BY:

Alta Planning + Design





Chatham County, NC

Text File

File Number: 23-5009

Agenda Date: 11/20/2023

Version: 1

Status: Work Session

In Control: Health Department

File Type: Agenda Item

Receive presentation and vote to adopt a resolution by the County of Chatham to direct the expenditure of \$40,000 in opioid settlement funds to support naloxone distribution

Action Requested: Receive presentation and vote to adopt a resolution by the County of Chatham to direct the expenditure of \$40,000 in opioid settlement funds to support naloxone distribution

Introduction & Background: In July 2021, North Carolina announced a \$26 billion agreement with pharmaceutical distributors of opioids to bring resources to communities harmed by the opioid epidemic. The agreement resolves litigation over the role of four companies in creating and fueling the opioid epidemic. Beginning in 2022 and ending in 2038, Chatham County will receive a total of \$2.9 million in funding from this settlement, averaging approximately \$170,000 per year. A second settlement provides an additional \$2.33 million in funding to Chatham County through 2035. The Chatham County Board of Commissioners voted in March 2023 to adopt a resolution to direct the expenditure of opioid settlement dollars from both settlements toward five strategies recommended by the Sheriff's Prevention Partnership on Controlled Substances.

In addition to providing a presentation on the Partnership, this includes a request to authorize expending up to \$40,000 of these settlement funds to support naloxone distribution, an approved strategy, through March 2024.

Discussion & Analysis: Funding for this strategy will be used to establish and maintain a Naloxone Education and Distribution Program coordinated by the Chatham County Public Health Department, as recommended by the Sheriff's Prevention Partnership on Controlled Substances. Per Exhibit A of the memorandum of agreement, the program will "support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks." According to the Community Opioid Resources Engine for North Carolina (CORE-NC), "Expanding access to naloxone through various community settings is a key strategy in reducing overdose deaths. Multiple research studies have found that communities with naloxone distribution programs have reduced opioid overdose deaths and opioid use. Naloxone distribution saves lives."

How does this relate to the Comprehensive Plan: This initiative is most directly aligned with comprehensive plan goal #10: Foster a healthy community. The Plan sets forth a strategy to "identify gaps in services for those with issues related to mental health,

developmental disabilities, and substance abuse.” Improving access to naloxone has been identified as an area of need as well as something settlement funds can address.

Budgetary Impact: The opioid settlement funds have already been received by the County. This resolution will allow up to \$40,000 of those funds to be allocated toward naloxone distribution.

Recommendation: Receive presentation and vote to adopt a resolution by the County of Chatham to direct the expenditure of \$40,000 in opioid settlement funds to support naloxone distribution



CHATHAM COUNTY COMMISSIONERS

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

COUNTY MANAGER

Dan LaMontagne

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

Resolution of the Chatham County Board of Commissioners

TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS, Chatham County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS, the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

WHEREAS, Chatham County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS, section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW THEREFORE, BE IT RESOLVED in alignment with the NC MOA and SAAF, Chatham County authorizes the expenditure of opioid settlement funds as follows:

1. Strategy authorized

- a. Name of strategy: **Naloxone Distribution**
- b. Strategy is included in **Exhibit A**
- c. Item letter and/or number in Exhibit A to the MOA: **Exhibit A: Strategy 7**
- d. Amount authorized for this strategy: **\$40,000**
- e. Period of time during which expenditure may take place:
Start date **November 20, 2023** through End date **March 31, 2024**
- f. Description of the program, project, or activity: **Funding for this strategy will be used to establish and maintain a Naloxone Education and Distribution Program coordinated by the Chatham County Public Health Department. Per Exhibit A of the MOA the program will “support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks.”**
- g. Provider: **Chatham County**

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is **\$40,000**.

Adopted, this the ____ day of _____.

Karen Howard, Chair
Chatham County Board of Commissioners

ATTEST:

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



Chatham County, NC

Text File

File Number: 23-5025

Agenda Date: 11/20/2023

Version: 1

Status: Work Session

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Vote to go into closed session pursuant to G.S. 143-318.11(a)(3) in order to consult with an attorney in order to preserve the attorney-client privilege and to consider and give instructions to an attorney concerning the handling or settlement of a claim.



Chatham County, NC

Text File

File Number: 23-4925

Agenda Date: 9/18/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Facilities and Fleet

File Type: Agenda Item

Vote to approve a legislative request by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations; amend Sections 4 Types of Subdivisions; 5.2 Major Subdivisions; and 5.3 Minor Subdivisions.

Action Requested:

Vote to approve a legislative request by the Chatham County Board of Commissioners to consider amendments to the Chatham County Subdivision Regulations; amend Sections 4 Types of Subdivisions; 5.2 Major Subdivisions; and 5.3 Minor Subdivisions.

Introduction & Background:

Periodically, it is necessary to amend the text of the Chatham County Subdivision Regulations to better align with the concerns and recommendations of the development community and county residents. These text amendments seek to remedy some of the ongoing issues with Major Subdivision approvals. There are also included some minor "housekeeping" adjustments to the regulations that stem from previous text amendments. They do not necessarily affect a policy change, but rather clean up a procedural process. The redline document attached shows the minor text changes to sections 5.3 and 5.4 of the regulations.

Staff are removing some redundant language from the sections that define a Minor Subdivision. In March of 2022 the BOC approved some Subdivision text amendments aimed at relieving the burden on staff and applicants for simple road or right of way extensions. In Section 4 Types of Subdivisions. B. Minor Subdivisions says Any subdivision containing 5 lots or less with access to an existing public street, not involving any new street or road. We have removed the creation of any public improvements, or the request for a variance. We removed similar language from Section 5.3. This is just removing language that should have been removed during the last text amendment.

Residential developers have been affected by the Global Covid-19 Pandemic, and it has made it difficult to maintain development timetables implemented in the past. Every step of the development process has been affected for a variety of reasons, and years have been added to the development schedules for all types of residential development. Engineering firms and other county departments relying on state and federal agencies for reports have had to face longer wait times.

When a first plat is approved by the BOC it is valid for 12 months. Planning Staff is suggesting the first plat approval be extended to two years. Developers will now have two years to submit their construction plans. This would apply to Major Subdivisions of 49 lots or less. For major subdivisions of more than 50 lots which have phases, or for planned unit developments, the approval period will be extended to three (3) years. Currently, applicants have two years from first plat approval to submit construction plans.

The goal of these amendments is to limit the number of times planning staff and developers have to come before this board with extension requests. This will not change the process of how major subdivisions are approved, only alter the administrative process after projects receive board approval.

Discussion & Analysis:

The proposed changes to the subdivision approval process are in line with neighboring communities, but also anticipate the longer development timetables that will occur in the future. It is also important to remember and consider that development in Chatham County is subject to restrictions that other jurisdictions may not face. There are many nuances of development in Chatham that create longer timetables for engineering firms and state regulatory agencies. For instance, approving a private wastewater plant or extensive off-site septic can take longer than a regular well and septic subdivision.

Orange County approves concept plans for two years before the first plat is submitted and then 1 year between first plat and final. However, during the time between first plat and final plat, the approval can be extended administratively as long as there are no substantial changes to the site. If it is a phases subdivision, then extensions have to be approved by the BOC.

Wake County gives a two-year approval between first plat and construction plan, and then the project must be finished within 7 years. A first plat in Lee County is valid for two years but becomes void if the developer does not get final plat approval during that time.

However, if it is a phased subdivision, the two-year clock starts for each phase.

The Board of Commissioners held the public hearing for this item at its September 18th meeting. The commissioners asked about how long developments are approved for in other jurisdictions. Staff said they would look into it and proceeded to study the ordinances of surrounding jurisdictions. Prior to the Planning Board meeting, Staff recommended Major Subdivisions of more than 50 lots have first plat approval extended to four years. The current approvals are for one and two years. Planning staff suggested doubling the time frame to two and four years after considering all the extension requests received for major subdivisions.

Jon Spoon, Vice Chair of the Planning Board, after reviewing the notes, asked why the approval period for Major Subdivisions of 50 lots or more was extended to four years. He suggested that a three-year approval period between first plat and construction plan was more appropriate and would still be a significant increase for developers. This would give developers an additional year to work through the permitting challenges.

Planning staff understood the concerns of Mr. Spoon and changed the redline document and notes to align with his request. This item was on the agenda for the October 3rd Planning Board meeting. The planning board did not have any concerns about changing the development review timetables. There were a few questions regarding the need for the change, and planning staff explained the proposed changes were in line with neighboring communities and also anticipate the longer development schedules that could occur in the future. The goal of these changes is to maintain efficiency and prevent unnecessary staff and planning board review of the extension requests.

Ms. Colbert asked how many applications will be impacted from this text amendment change? Staff said there is about 10 to 15 applications that may come to the Planning Board for First Plat extensions if this text amendment is not revised. The board also had some discussion about the change from four years to three years.

The planning board recommended approval of the item unanimously.

Staff is also requesting that the proposed amendments apply retroactively to all major subdivision approvals that were valid as of August 1, 2023. This will add one additional year to the deadline to submit Construction Plans for all First Plat approvals. Staff is recommending this change based on our conversations with developers with First Plat approvals who have overwhelmingly indicated they will likely need to submit an extension request based on delays in obtaining regulatory permits.

How does this relate to the Comprehensive Plan:

Goal 9: Provide equitable access to high-quality education, housing, and community options for all. Specifically, providing housing and community options (types, locations, and prices) for all ages and incomes.

Recommendation:

The Planning Board voted unanimously to recommend approval an Ordinance Amending the Subdivision Regulations to amend Sections 4 Types of Subdivisions; 5.2 Major Subdivisions; and 5.3 Minor Subdivisions with the revision requested by the Vice-Chair of the Planning Board. Planning staff is also recommending that the expiration deadline for First Plat approvals apply retroactively for all major subdivisions that were valid as of August 1, 2023 resulting in one year being added to those approvals.



Chatham County, NC

Text File

File Number: 23-4928

Agenda Date: 11/20/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Planning

File Type: Agenda Item

Vote to approve a legislative request by Drafting and Design Services on behalf of Darryl Knight dba Knight Landscaping Supply to rezone Parcel 9808, located at 14959 US 421 S, Gulf Township, from R-1 Residential to Conditional District Regional Business for a landscaping supply, grading, and outdoor storage to include boat and RVs business.

Action Requested:

Vote to approve a legislative request by Drafting and Design Services on behalf of Darryl Knight dba Knight Landscaping Supply to rezone Parcel 9808, located at 14959 US 421 S, Gulf Township, from R-1 Residential to Conditional District Regional Business for a landscaping supply, grading, and outdoor storage to include boat and RVs business.

Introduction & Background:

A legislative public hearing was held September 18, 2023. Planning staff presented the request. Michael Blakely spoke representing the applicant.

Current Zoning map of the area (R-1 Residential)

Discussion & Analysis:

When determining whether a rezoning request should be approved under Section 5 Conditional Zoning Districts, the following findings must be supported.

1. The alleged error in the Ordinance, if any, would be remedied by the proposed amendment with a detailed explanation of such error in the Ordinance and detailed reasons how the proposed amendment will correct the same. The applicant is not claiming any errors in the Ordinance pertaining to this request.
2. The changed or changing conditions, if any, of the area or in the County generally, which make the proposed amendment reasonably necessary to the promotion of public health, safety, and general welfare. The applicant is proposing a dual use site to provide varying services to the Goldston and Lee County area residents stating with the new growth, HOA rules, and the adopted Land Use Plan map, makes this a good location for the business. Similar uses are approximately 25 miles with one mini-outdoor storage facility approximately 8.5 miles away from this proposed site. The property fronts on US 421 and has access to water from the Goldston-Gulf Sanitary District. A review of a commercial driveway permit will be completed with the NC Department of Transportation.
3. The manner in which the proposed amendment will carry out the intent and purpose of any adopted plans or part thereof.
 - The parcel is located with a Village Center node of the Land Use Plan where a mix of uses is encouraged (pg 14) (pg 40 Goals).
 - This area has been designated for future growth per the Future Land Use and Conservation Plan map.
 - The Town of Goldston has approved a new subdivision and other commercial uses with more on the horizon that this business can serve.

Below is the Land Use Map designation area

4. The requested amendment is either essential or desirable for the public convenience or welfare.
 - The property fronts on US 421 S, a four-lane divided median highway and the daily vehicle trip general for this property is approximately 15 vehicles per day which will produce a minimal impact on traffic.
 - The Chatham County Appearance Commission reviewed the proposed site plan on June 28, 2023, and think the site will be developed with keeping rural character through landscaping and buffering.
 - The applicant held a community meeting on July 26, 2023. Three neighbors attended and had questions about visual impacts, property values, and general overall development timeline. No changes were recommended from this meeting.
 - All other aspects such as lighting, noise, and signage will comply with the requirements of the Zoning Ordinance
5. All other circumstances, factors, and reason which the applicant offers in support of the proposed amendment.
 - Although public water is available, the property will be served by a septic system on-site. Both will require approximately 500 gpd.
 - The Watershed Protection Ordinance allows for up to 36% built upon area (50% with an approved SNIA) and the applicant states 74% will be kept undeveloped.

FEMA Map 3710961500K, dated 2/2/2007

Watershed RCSA Map

Proposed site plan

How does this relate to the Comprehensive Plan:

- The parcel is located with a Village Center node of the Land Use Plan where a mix of uses is encouraged (pg 14) (pg 40 Goals).
- This area has been designated for future growth per the Future Land Use and Conservation Plan map. The Planning Board reviewed the request at their October 3, 2023 meeting. Discussion included future road improvements by NCDOT for the conversion of US 421 into an interstate, future I-685. Staff discussed that they weren't aware of any specific planning for the road improvements, and it would likely be several years before the details emerge. There was also discussion about traffic entering and existing onto US 421 and the applicant stated it would be a right in/right out only entrance and the US 421 has a median and NCDOT would not approve cross access. The storage area for boat and RVs will be gated with a security gate system for access and would be graveled. The Planning Board voted unanimously (8-0) to recommend approval of the consistency statement and rezoning.

Recommendation:

Vote by the Board of Commissioners for approval of the request.

The Planning Board, by a vote of 8-0, recommends adoption of a resolution approving the following Consistency statement:.

- The development is consistent with the Comprehensive Land Use Plan by being located within a Village Center node where non-residential development has been encouraged.

The Planning Board recommends, by a vote of 8-0, adoption of an Ordinance Amending the Zoning Ordinance of Chatham County to approve a legislative request by Drafting and Design Services on behalf of Darryl Knight dba Knight Landscaping Supply to rezone Parcel 9808, located at 14959 US 421 S, Gulf Township, from R-1 Residential to Conditional District Regional Business for a landscaping supply, grading, and outdoor storage to include boat and RVs business:

Site Specific Conditions

1. The recommendations from the Chatham County Appearance Commission (CCAC) shall be followed as stated in the minutes and as shown on the revised site plan. The planning staff and CCAC may conduct routine inspections of the property to ensure compliance with the landscaping requirements.
2. A building permit shall be obtained and remain valid at all times within two years of the date of this approval or the site plan becomes null and void.

Standard Site Conditions

3. The application, standards and adopted regulations of the applicable ordinances and policies, and the approved recommendations as provided for and/or conditioned, are considered to be the standards as set forth and shall comply as stated. Changes to or variations from any requirements of this permit must be approved through the Planning Department or other approving board before any such changes can take place.

4. All required local, state, or federal permits (i.e. NCDOT commercial driveway permits, NCDWQ, Chatham County Land and Water Resources, and Environmental Health Division, etc.) shall be obtained, if required, and copies submitted to the Planning Department as part of the platting process.

Standard Administrative Conditions:

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

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

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

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



Chatham County, NC

Text File

File Number: 23-4929

Agenda Date: 11/20/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Planning

File Type: Agenda Item

Vote to approve a quasi-judicial request by the Chatham County Parks and Recreation Department for a Special Use Permit for new county-owned park on Parcel 5809, located at 994 Pea Ridge Rd, Cape Fear Township.

Action Requested:

Vote to approve a quasi-judicial request by the Chatham County Parks and Recreation Department for a Special Use Permit for new county-owned park on Parcel 5809, located at 994 Pea Ridge Rd, Cape Fear Township.

Introduction & Background:

A quasi-judicial public hearing was held September 18, 2023. Planning staff and staff representatives presented the project.

One resident asked about picket ball courts and there were no other comments.

Proposed master plan map

Discussion & Analysis:

When determining whether a Special Use Permit request should be approved as per Section 5 Conditional Zoning Districts, the following findings must be supported.

The alleged error in the Ordinance, if any, which would be remedied by the proposed amendment with a detailed explanation of such error in the Ordinance and detailed reasons how the proposed amendment will correct the same. No error in the Ordinance is being claimed. The proposed park is allowed under the approval of a Special Use Permit.

Current zoning map

The requested special use permit is either essential or desirable for the public convenience or welfare.

- A Traffic Impact Analysis was completed for the Triangle Innovation project, but park traffic was not included at that time.
- Regular passenger vehicles and buses will utilize the park depending on the various events taking place with most traffic in the evenings and on weekends.
- Projected traffic counts will be performed by a third party (PEF) and reviewed by NCDOT based on the new road alignment configurations already proposed.
- A crash test for the Pea Ridge Road segment is under way.
- The Chatham County Appearance Commission reviewed the proposed landscaping and site plan on July 26, 2023, and recommended some planting changes that have been incorporated into a revised site plan.
- All other development, such as lighting, noise, signage, etc. will comply with the Ordinance regulations and obtain permits as required.

Proposed NCDOT roadway change map

The requested permit will not impair the integrity or character of the surrounding or adjoining districts, and will not be detrimental to the health, safety, or welfare of the community.

- The property was purchased from the Parker family to become the first county park in the Moncure area.
- The park will provide space for recreation, gatherings, festival events, food rodeos, picnic areas, wildlife observations, hiking and mountain bike trails, etc.

The manner in which the proposed amendment will carry out the intent and purpose of any adopted plans or part thereof.

- Chapter 2-pg 33, the park will be preserving over 138 acres of natural land and sensitive areas. Total acreage of county owned parks will increase from 435 to nearly 550 acres (pg 36). Pg 37, the park will incorporate edible plantings such as berries, pecan trees, fruits and nuts in an effort to educate and encourage residents on the benefits of eating healthy.
- Chapter 3- Goals and Objectives-(pg 49) Parks and Protected Lands, the park will utilize passive and active recreational areas, preserving open space and rural atmosphere, streets will follow existing edge of wooded areas to preserve as much of the natural landscape as shown on the site plan.
- Chapter 4-Economic Development-Although the park is not a large employment center, it will provide for one full time park attendant and the opportunity during festivals, food truck rodeos, etc. for those vendors to be supported by the community and those attending the events.

Future Land Use and Conservation Plan Map showing a split between an Economic Center and Rural nodes

Adequate utilities, access roads, storm drainage, recreation, open space, and other necessary facilities have been or are being provided consistent with the County's plans, policies, and regulations. The property will be limited to no more than 36% impervious surface (BUA). This includes access roads, hard surface walking trails, gravel, concrete, asphalt, or anything under roof.

Watershed Map showing the majority within the WSIV-Protected Area, not in Jordan Lake buffer areas

- County water will serve the property.
- All requirements for stormwater, wastewater, access roads, open space, and any other required facilities will comply with all local and state regulations and be permitted as required.

NRCS maps show several blueline streams that will require buffering and non-disturbance areas

How does this relate to the Comprehensive Plan:

- Chapter 2-pg 33, the park will be preserving over 138 acres of natural land and sensitive areas. Total acreage of county owned parks will increase from 435 to nearly 550 acres (pg 36). Pg 37, the park will incorporate edible plantings such as berries, pecan trees, fruits and nuts in an effort to educate and encourage residents on the benefits of eating healthy.
- Chapter 3- Goals and Objectives-(pg 49) Parks and Protected Lands, the park will utilize passive and active recreational areas, preserving open space and rural atmosphere, streets will follow existing edge of wooded areas to preserve as much of the natural landscape as shown on the site plan.

This item was placed on the Planning Board consent agenda and they voted unanimously to recommend approval.

Recommendation:

The Planning Board recommends, by unanimous vote, adoption of a resolution to approve a quasi-judicial request by the Chatham County Parks and Recreation Department for a Special Use Permit for new county-owned park on Parcel 5809, located at 994 Pea Ridge Rd, Cape Fear Township with the following conditions:

Site Specific Conditions

1. The recommendations from the Chatham County Appearance Commission (CCAC) shall be followed as stated in the minutes and as shown on the site plan consistent with any modifications agreed upon. The planning staff and CCAC may conduct routine inspections of the property to ensure compliance with the landscaping requirements.
2. A development permit shall be obtained and remain valid at all times within two years of the date of this approval or the site plan becomes null and void.

Standard Site Conditions

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

Standard Administrative Conditions:

5. Fees - Applicant and/or landowner shall pay to the County all required fees and charges attributable to the development of its project in a timely manner, including, but not limited to, utility, subdivision, zoning, and building inspections.
6. Continued Validity - The continued validity and effectiveness of this approval was expressly conditioned upon the continued compliance with the plans and conditions listed above.
7. Non-Severability - If any of the above conditions is held to be invalid, this approval in its entirety shall be void.
8. Non-Waiver - Nothing contained herein shall be deemed to waive any discretion on the part of the County as to further development of the applicant's property and this permit shall not give the applicant any vested right to develop its property in any other manner than as set forth herein.



Chatham County, NC

Text File

File Number: 23-5001

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Public Works

File Type: Contract

Agenda Number:

Vote to approve the Hazen and Sawyer Task Order #7 in the amount of \$118,000.00 to assess the current water metering infrastructure

Introduction & Background: Hazen and Sawyer will provide an assessment of Chatham County's current customer metering program and assist the utility in determining and developing the criteria and conditions to be addressed to successfully implement advanced metering infrastructure.

Discussion & Analysis: Hazen and Sawyer will evaluate and recommend potential modifications to Chatham County existing systems and operations, including whether AMI best meets Chatham County needs.

How does this relate to the Comprehensive Plan:

Budgetary Impact: Budgeted in FY24 Operating Budget

Recommendation/Motion: Vote to approve the Hazen and Sawyer Task Order #7 in the amount of \$118,000.00.

NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

TASK ORDER NO. 7

This Task Order under the Agreement (“Task Order No. 7”) is made and entered into this _____ day of _____, 2023, by and between Chatham County, a body politic and corporate of the State of North Carolina (the “County”) and Hazen and Sawyer (the “Contractor”).

RECITALS

- A. The County and the Contractor entered into an Agreement dated and made effective the 1st day of July, 2022, (the “Agreement”).
- B. The County has requested that the Contractor provide an assessment of the County’s current customer metering program and assist in determining and developing the criteria and conditions to be addressed to successfully implement advanced metering infrastructure.
- C. The Contractor has agreed to perform the work as requested by the County and described in Appendix 1.
- D. The Contractor has agreed that the fees for this Task Order shall not exceed \$118,000.00 without prior authorization from the County.

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

CHATHAM COUNTY

HAZEN AND SAWYER

BY:

Dan LaMontagne, County Manager

BY:

Aaron B. Brower, PE, Associate VP
Hazen and Sawyer
4011 WestChase Boulevard, Suite 500
Raleigh, North Carolina 27607
919-833-7152
ttant@hazenandsawyer.com

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

Roy Lynch, Finance Director

Appendix 1

Consulting Services for AMI Assessment

Services to be provided by: Hazen and Sawyer with The E Source Companies LLC (Team)

1.1.1 Scope of Services

The Hazen Team will provide an assessment of Chatham County's current customer metering program and assist the utility in determining and developing the criteria and conditions to be addressed to successfully implement advanced metering infrastructure. We will evaluate and recommend potential modifications to Chatham County existing systems and operations, including whether AMI best meets Chatham County needs.

Task 1: Assessment and Business Case

Subtask 1.1: Project Kickoff & Mobilization

Immediately following the notice to proceed, The Hazen Team will meet with project team, in a kickoff meeting to review project scope, requirements, deliverables, timetable, and reporting relationships, and to discuss project issues and concerns.

To provide our team with the necessary information to begin formulating our assessment, a data request for background information, including the current IT environment (e.g., operational systems such as the existing CIS, Asset Management, GIS, maintenance planning, customer web portals, etc.), as well as any environment and integration diagrams that may exist, current conservation programs, current water rate sheets, capital investment plans, etc., will be provided. We will share and review discovery questions with Chatham County project team to understand what information is readily available. The Team will establish a timetable and consider Chatham County staff members' time. The Team will suggest Chatham County staff members to be interviewed and establish an interview schedule that fits within the overall project schedule.

DELIVERABLES

- Kickoff Meeting presentation with associated documents
- Data requests
- Discovery questions

Subtask 1.2: Stakeholder Mapping

Projects are most often a participatory process in which stakeholders with differing levels of participation play a role in achieving a successful project outcome. The Team will identify internal stakeholders (e.g., meter shop staff, customer service, etc.) to engage during the assessment. Participation requirements, however, aren't the same for each stakeholder associated with the project. Instead, participation expectations depend on the degree of a project stakeholder's direct or indirect involvement. Stakeholders usually have many and varied expectations therefore, mapping out their influence and interest in the project is warranted to effectively communicate with them.

Clearly understanding project stakeholders can help you not only gain buy-in and execute your project more effectively, but it can also help you gain more support and resources, increase project visibility, and prevent costly roadblocks later in the project cycle. The county may elect to engage external stakeholders (e.g., other county officials (executives and department leads), large customers, etc.) at some point in the process.

To address this issue, the Hazen Team will host two (2) stakeholder virtual mapping sessions with Chatham County to properly identify who needs to be involved or informed as well as the level of support for the project and how each stakeholder may facilitate project implementation. The Hazen Team will then use this information to build out a stakeholder analysis which will provide the project team with valuable information to help Chatham County fulfil the requirements of the stakeholders. Successfully achieving genuine change takes powerful guiding teams; this is why the Hazen Team will work with Chatham County to construct guiding teams using the information gathered from the stakeholder mapping sessions.

ASSUMPTIONS

- Chatham County will identify those individuals for the stakeholder mapping sessions to derive the most accurate information
- The information gathered during the stakeholder mapping sessions is confidential and will be only used by the project team

DELIVERABLES

- Stakeholder Analysis (living document)

Subtask 1.3: Technology & State of the Industry Education

A customized technology review workshop will be developed for this Task. During the workshop, the Hazen Team will discuss the critical success factors and relative advantages / disadvantages of AMI platforms as they relate to Chatham County. We review success stories of other utilities and discuss how Chatham County can avoid potential pitfalls. We will provide a market vendor overview along with explanations of how the products and system characteristics could impact your operations and customer base. The technology review will be an interactive discussion designed to provoke thought, prompt questions, and bring Chatham County team base-level knowledge up to a level suitable for making decisions going forward with an AMI initiative.

DELIVERABLES

- Technology & State of the Industry presentation and workshop

Subtask 1.4: Program Goals & Objectives Identification

Our team forms a solid foundation for success by conducting a workshop with executives, stakeholders, and key SMEs to establish a common understanding of your project goals, drivers, success factors, and risks. This approach is designed to stimulate discussion around project goals and objectives that otherwise may not have been considered. This task will serve as the foundation for future work to ensure what is ultimately deployed directly addresses your goals and objectives. Findings and conclusions from this task will be summarized in the final assessment presentation.

DELIVERABLES

- Summary of findings in the Final Assessment Presentation

Subtask 1.5: Discovery & Operational Impact Assessment

As a foundation for the economic and financial analyses and in preparation for the AMI requirements definition, we will conduct a series of short interviews and a set of workshops to identify key operational impacts.

The Hazen Team will work with Chatham County PM to identify the internal subject matter experts (SMEs) and schedule the necessary workshops to review the discovery responses received with each respective Chatham County department. During this effort, The Hazen Team will review the policies currently in place that may be affected by the deployment of new technology. The output of this task will serve as input to The Hazen Team's findings and recommendations specific to Chatham County readiness to begin an AMI initiative.

As applicable, the Hazen Team expects to meet with the Chatham County representatives of the following at a minimum:

- Billing / Customer Service
- Meter Reading / Meter Shop / Field Services
- Finance / Rate Analysis
- Engineering
- Water Operations
- Conservation

DELIVERABLES

- Summary of findings in the Final Assessment Presentation

Subtask 1.6: IT Systems Analysis

Achieving the full benefit of an AMI system requires integrating the AMI system with other Chatham County information systems. For example, other processes and interfaces may automatically notify customers of anomalies via instant messaging, email, or outbound dialing, based on account data in the CIS. Linking consumption data from all the customers in a specific area to production data from the SCADA system could (if applicable) help you monitor and manage Non-Revenue Water (NRW).

Additionally, during the AMI field deployment, an AMI system may need to interact efficiently with several Chatham County information systems to manage the project and ensure accurate billing during the transition. For example, meter and customer data must be generated out of the CIS to create work orders, which in turn may be coordinated with the asset management system.

Photographs and geo-positioning coordinates are likely to be part of the meter asset database. Meter register ID numbers may be different than meter base ID numbers if some meters are retrofitted. The CIS typically requires meter and Meter Interface Unit (MIU) ID numbers in inventory before they can be accepted in work orders.

The Hazen Team will conduct a workshop with applicable personnel to review your existing information systems to identify areas that must be modified for effective integration to achieve the benefits of AMI. This review will also provide input into IT costs for advanced metering to be included in the business case. We will also review existing networks for potential use as backhaul for the AMI system.

DELIVERABLES

- Current state and future state systems documentation

- Summary of findings in the Final Assessment Presentation

Subtask 1.7: Financial Analysis

A financial analysis will be prepared, giving an organization a long-term outlook for their capital investment while also serving to quantify and memorialize what predicted impact the project will have on operational efficiencies. Following the efforts of the preceding tasks to gather preliminary cost information and potential business case benefits, additional data points will likely be needed to complete the financial analysis development.

We will input into our model major technology and deployment scenarios that incorporate many variables (project implementation phasing, differential inflation rates, component and labor costs, equipment lifespan, deployment timeline, etc.), and the average model we produce has between 200-300 discrete inputs (or more, depending on complexity) to ensure the highest level of fidelity and precision possible. We will produce engineer's estimates and annual budgetary outlays by leveraging our past proposals and contracts with which we have been involved on behalf of our clients.

The model will calculate annual and cumulative cash flows across the project lifespan, present value, return on investment, internal rate of return and other financial measures of interest. The analysis will also delineate what meters should be replaced vs retrofit considering known degradation, meter age, testing data, etc. Using a sensitivity analysis, we can vary the inputs to arrive at best- and worst-case scenarios, ensuring that Chatham County is prepared for all potential outcomes. Our financial analyses are also flexible and robust enough to accommodate an assessment of the financial impact across various business units within Chatham County. By allocating costs and benefits across different groups, we can reveal what the relative effects are for a specific department or division, as well as for the overall organization.

For many projects, the costs derived from a traditional cost-benefit analysis are only one part of the overall value stream. While the financial modeling deals well with only hard, direct costs and benefits, a comprehensive business case must also consider soft and indirect costs and benefits, such as enhanced customer satisfaction and confidence, or reduced environmental impact. As part of the larger business case, we will include an explicit review of the non-economic factors that can be realized. We will endeavor to describe and evaluate the significant direct and indirect impacts of technology strategies in these areas, focusing on the relevant indicators.

ASSUMPTIONS

- The financial analysis resulting from the services described in this statement of work is based on one or more underlying financial models. The Hazen Team does not, however, claim ownership of any of the data inputs into the models or any of the reports, analyses, and other work product resulting from the use of the models.
- The number of model scenarios is limited to three (3).

DELIVERABLES

- Draft and final financial metrics, direct, and indirect benefits, and scenario analysis results
- Summary of findings in the Final Assessment Presentation

Subtask 1.8: Project Implementation Planning

AMI implementation involves several coordinated dimensions. The integrity of the information created during AMI deployment is critical to employee and customer acceptance.

Based on the recommended strategies and financial analysis, the Hazen Team will conduct a workshop and work with Chatham County to prepare a draft project schedule in the form of a Gantt chart that shows the key tasks and milestones for project procurement and deployment. This will help identify the points at which monetary and staffing commitments are required. The draft implementation plan will be updated once a vendor is selected, and the particulars of the system are known.

The suggested project schedule will span from the start of procurement through deployment. All AMI elements, such as metering infrastructure installation, software applications, data management, business processes changes will be planned. At each stage, we will recommend the functions required for project management (for example, vendor selection, field inspections, programming, acceptance testing, etc.) and which functions could be outsourced, provided by the vendor, or should be handled by Chatham County staff.

DELIVERABLES

- Workshop to develop initial project implementation plan/schedule

Subtask 1.9: Assessment Presentation

The Hazen Team's findings that are gathered during the tasks outlined above will be documented in a comprehensive presentation. The presentation will be the primary vehicle for communicating the Hazen Team's recommendations to Chatham County.

The Hazen Team will schedule working sessions with Chatham County upon delivery of the Draft AMI Assessment presentation to review the results and recommendations. The Hazen Team expects Chatham County to provide feedback / questions / comments, which will be incorporated into the Final Assessment presentation. Additionally, the Hazen Team will prepare and conduct a presentation to Chatham County Executive Management / Stakeholders summarizing the effort, results, and recommendations.

DELIVERABLES

- Draft/Final AMI Assessment results presentation

Subtask 1.10: Project Management

The Hazen Team will provide structured project management to ensure that all project components are executed in a timely, organized fashion and completed to the project scope and expectations.

Project management activities will include:

- Develop and maintain the overall project schedule
- Work with all project participants to monitor progress and adjust the work plan as needed
- Schedule and facilitate regular project progress and other meetings
- Create project status reports as required with input from Chatham County
- Track and report on project budget

Project timeliness, quality, and costs are measures of success and satisfaction. As such, the Hazen Team delivery methodology employs a quality monitoring process whereby senior management within the firm will monitor all timeliness, quality, and project costs adherence to ensure success in all areas. The Hazen Team project manager will also manage and maintain the Microsoft SharePoint website for collaboration including calendaring, contacts, document repositories, etc.

Additionally, The Hazen Team will make use of web-based meeting applications for remote meetings, as appropriate.

DELIVERABLES

- Project status reports
- Project schedule
- SharePoint setup and administration

1.1.2 Schedule

The Hazen Team estimates the proposed tasks will span approximately 4 months. The actual project schedule will be provided and refined with Chatham County input during project planning and provide a greater level of detail. The Hazen Team is able to commence work immediately after contract execution.

1.1.3 Compensation

The Hazen Team proposes to perform the requested scope of services as detailed in this proposal for the **not-to exceed** amount presented in **Table 1**. The Hazen Team has calculated the fee based on experience with several similar projects and understanding of the level of effort desired by Chatham County. Our fee includes all services and deliverables described herein. All tasks will be invoiced monthly based on timesheets of the task.

Table 1 - Phase 1 AMI Assessment and Business Case		
Task ID	Task	Fee
Task 1	Project Kick-off & Mobilization	\$ 10,000
Task 2	Stakeholder Mapping	\$ 10,000
Task 3	Technology & State of the Industry Education	\$ 8,000
Task 4	Program Goals & Objectives Identification	\$ 7,000
Task 5	Discovery & Operational Impact Assessment	\$ 12000
Task 6	IT Systems Analysis	\$ 13,000
Task 7	Financial Analysis	\$ 17,000
Task 8	Project Implementation Planning	\$ 15,000
Task 9	Assessment Presentation	\$ 14,000
Task 10	Project Management	\$ 12,000
Total		\$ 118,000

1.1.4 Assumptions

The following assumptions apply to this proposal:

- The Hazen Team's proposed fee to implement this Scope of Work is based on the timely start and timely completion of each proposed task.
- The Hazen Team will work with the Chatham County project manager to schedule the necessary workshops. We suggest scheduling the majority of the proposed workshops over the course of a single onsite visit spanning 3-4 business days.
- Deliverable documents will be in Microsoft Office, including MS-Word, PowerPoint, Excel, MS-Project, Visio, and Adobe PDF.
- Chatham County will provide The Hazen Team with working space, network connections, infrastructure, administrative support, and other services and materials reasonably required to perform Project work while onsite at Chatham County offices, if requested.
- The above scope and fee once agreed upon will be attached to a Task order via their on-call contract.



Chatham County, NC

Text File

File Number: 23-5002

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Public Works

File Type: Contract

Vote to approve Letter of Agreement #1 Amendment 2 for the Program Manager Project for the Western Intake Partnership.

Introduction & Background: HDR is the Program Manager for the Western Intake Regional Water Treatment Facility, providing program administration, support, procurement negotiation and management of consultants and contractors, strategic communications, construction support and resident engineering services, and facility start up services for Western Intake Partnership. HDR subcontracted with a company to provide laboratory services to analyze the raw water quality of Jordan Lake without any change to the original contract's total. HDR also added Public Engagement/Communication and Envision Framework Implementation to their scope of services using original contingency funds.

Discussion & Analysis: Agreement #1 Amendment 2 will extend HDR's scope of work to complete the preliminary projects for the Western Intake Partnership.

How does this relate to the Comprehensive Plan:

Budgetary Impact: Budgeted as part of the CIP

Recommendation/Motion: Vote to approve Letter of Agreement #1 Amendment 2 for the Program Manager Project for the Western Intake Partnership.

**LETTER OF AGREEMENT #1, AMENDMENT 2 FOR
THE WESTERN INTAKE PARTNERSHIP
PROGRAM MANAGER 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 into Amendment #2 to the Agreement on or about June 2023 (“Agreement Amendment #2”); and collectively the Agreement and all executed Amendments constitute the current “Agreement”; and

WHEREAS, the City of Durham as the Lead Agency entered into a contract on August 18, 2020, with HDR for the WIP Program Manager Project (attached) in accordance with Sections 2 and 5 of the Agreement; and

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and OWASA decided to amend the contract with HDR on December 9, 2021 (“Contract Amendment 1”), to have HDR subcontract with a company to provide laboratory services to analyze the raw water quality of Jordan Lake without any change in the original contract’s total cost; and

WHEREAS Chatham County, the City of Durham, Town of Pittsboro, and OWASA decided to amend the contract with HDR on January 11, 2023 (“Contract Amendment 2”), to add Public Engagement/Communication and Envision Framework Implementation to HDR’s scope of services, as well as a slight increase in duration through August 18, 2023, making use of original contingency funds; and

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and Orange Water and Sewer Authority (“OWASA”) are all Participating Partners, having signed Letter of Agreement #1, Amendment 1 on or about August 2022; and

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and OWASA have decided to amend the contract with HDR to extend their scope of work to complete the preliminary WIP projects which necessitates this Amendment 2 to Letter of Agreement #1.

NOW, THEREFORE, for and in consideration of the recitals in this Letter of Agreement #1, Amendment 2, and the Agreement, the Parties agree as follows:

- 1) Program Manager Project Cost.
 - a) The maximum total cost of the contract with HDR for the WIP Program Manager project, Amendment 3 is \$3,004,600.00.

Western Intake Partnership Letter #1, Amendment 2

- b) A budget of \$160,000 has been established for any contingencies for this project.
 - c) The total maximum project cost, including contingencies, is, therefore, \$3,164,600.00.
- 2) Program Manager Project Participation. Participation in the WIP Program Manager Project is as follows.
- a) Participating Partners: City of Durham, Chatham County, Town of Pittsboro, Orange Water and Sewer Authority ("OWASA").
 - b) Declining Partner: none.
- 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, are as follows.
- | | Jordan Lake Allocation | Cost Share | Total Contract Maximum & Contingency |
|--------------------------------|------------------------|------------|--------------------------------------|
| City of Durham | 16.5 | 40.74% | \$1,289,258.04 |
| Chatham County | 13 | 32.10% | \$1,015,836.60 |
| Town of Pittsboro | 6 | 14.81% | \$468,677.26 |
| Orange Water & Sewer Authority | 5 | 12.35% | \$390,828.10 |
| Total | 40.5 | 100.00% | \$3,164,600.00 |
- b) Cost shares in consideration of a Declining Partner are not applicable.
- 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 HDR under the WIP Project Manager contract, and each Participating Partner will pay the invoice within 30 days.

Western Intake Partnership Letter #1, Amendment 2

Dan LaMontagne, County Manager
Chatham County

ATTEST: _____

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

Roy Lynch, Finance Director

Western Intake Partnership Letter #1, Amendment 2

Donald F. Greeley, Director
City of Durham Department of Water Management

ATTEST: _____

Western Intake Partnership Letter #1, Amendment 2

Todd Taylor, Executive Director
Orange Water and Sewer Authority

ATTEST: _____

Western Intake Partnership Letter #1, Amendment 2

Jonathan Franklin, Town Manager
Town of Pittsboro

ATTEST: _____



Chatham County, NC

Text File

File Number: 23-5003

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Emergency Operations

File Type: Agenda Item

Vote to approve the naming of one private road in Chatham County

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

A. Gracehope Lane

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

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

How does this relate to the Comprehensive Plan:

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

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

CHATHAM COUNTY ROAD NAMING REQUEST FORM

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

ALL INFORMATION BELOW MUST BE COMPLETED

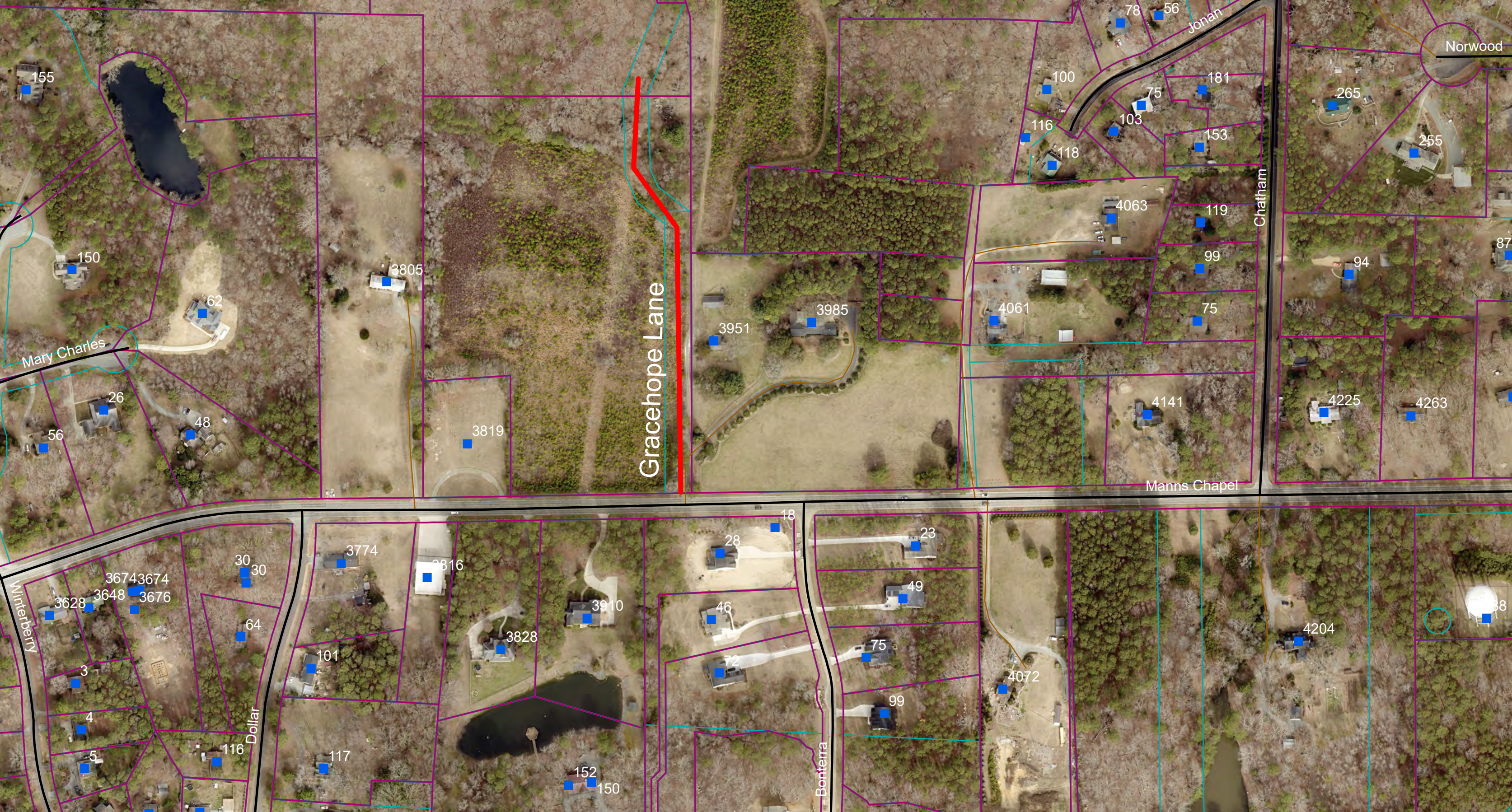
1. APPLICANT INFORMATION Name: <u>GH Holdings, LLC</u> Address: <u>3931 Manns Chapel Rd.</u> City, State & Zip Code: <u>Chapel Hill, NC 27516</u> Phone Number: <u>(919) 260-1857</u>	2. TYPE OF REQUEST (check one box only) <input checked="" type="checkbox"/> Private road or driveway <input type="checkbox"/> Renaming of road <input type="checkbox"/> Other
3. PROPERTY INFORMATION State Road Number (if applicable): _____ Township(s) where Road Originates (check ONE): Albright <input type="checkbox"/> Baldwin <input checked="" type="checkbox"/> Bear Creek <input type="checkbox"/> Cape Fear <input type="checkbox"/> Center <input type="checkbox"/> Gulf <input type="checkbox"/> Hadley <input type="checkbox"/> Haw River <input type="checkbox"/> Hickory Mtn. <input type="checkbox"/> Matthews <input type="checkbox"/> New Hope <input type="checkbox"/> Oakland <input type="checkbox"/> Williams <input type="checkbox"/> Will this be part of a development? Yes <input type="checkbox"/> No <input 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 become a state road? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Length of road: <u>1231'</u> Type of road (check one answer only) Private <input type="checkbox"/> Public <input checked="" type="checkbox"/>	4. ROAD NAME INFORMATION** What is the existing road name (if applicable)? _____ What are the proposed or new road name(s)? • <u>Gracehope Lane</u> • <u>Gracehope Dr.</u> • <u>Gracehope Rd.</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): Parent Property address is 3931 Manns Chapel Rd.	
6. ATTACHMENTS REQUIRED <ul style="list-style-type: none">• Names, addresses and phone numbers of ALL adjacent property owners (see page 2).**• Signatures of at least 60% of adjacent property owners (see page 2).• Attached map with marked location of the road on the map.	

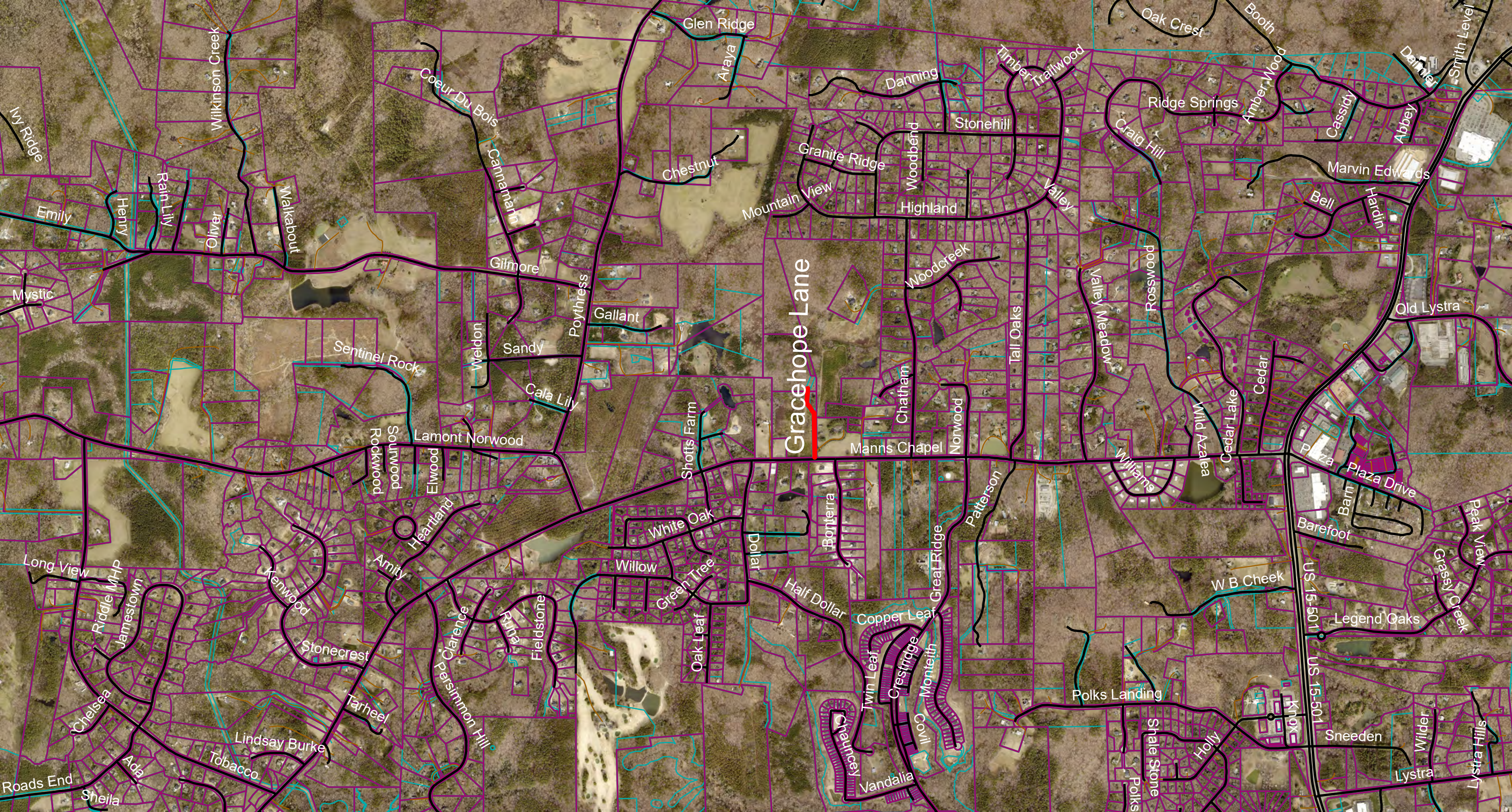
****IMPORTANT:** The County Board of Commissioners may consider a number of factors when naming or renaming a road, including the number of adjacent owners, acreage of ownership, historical significance of a road name, and roads with similar names.

7. Signature of Applicant: <u>Krista White deLesso</u>	Signature Date: <u>10/17/2023</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 BELOW, 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: <u>Edna Webster 2537</u> Address: <u>3985 Manns Chapel Rd.</u> Phone #: <u>(919) 933-8609</u>	Signature: _____
Name: <u>Lynn Webster Remick 2534</u> Address: <u>467 Chatham Dr.</u> Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____
Name: _____ Address: _____ Phone #: _____	Signature: _____







Chatham County, NC

Text File

File Number: 23-5005

Agenda Date: 11/20/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Central Permits and Inspections

File Type: Contract

Agenda Number:

Vote to approve contract renewal with OpenGov for permitting software

Introduction & Background: OpenGov is the Permitting software used by Central Permitting, Chatham Co. Planning, Watershed Protection, Environmental Health, Town of Pittsboro and Town of Siler City.

Discussion & Analysis: This renewal will allow continued use of the software that we have utilized for the last 3 years. Pittsboro elected to use this software last year and Siler City desires to utilize it this upcoming calendar year. Siler City has adopted a Resolution and an Interlocal Agreement with the County at their November 6th, 2023 meeting to share the use of this software.

How does this relate to the Comprehensive Plan: This software provides the infrastructure to support desired development and support economic growth and environmental objectives.

Budgetary Impact: The total amount for the 3 year contract period is \$314,686.22. The cost will be shared by all user departments - \$7,500/year for Pittsboro, Siler City, Chatham Planning, Watershed Protection and Environmental Health. The remaining amount is paid by Central Permitting.

Recommendation/Motion: Motion to approve the 3 year renewal and associated yearly costs.



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-00NC3045
Created On: 9/21/2023
Order Form Expiration: 12/31/2023
Subscription Start Date: 1/1/2024
Subscription End Date: 12/31/2026

Prepared By: Audrey Helle
Email: ahelle@opengov.com
Contract Term: 36 Months

Customer Information			
Customer:	County of Chatham, NC	Contact Name:	David Camp
Bill To/Ship To:	PO Box 608 Pittsboro, North Carolina 27312 United States	Email:	david.camp@chathamnc.org

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Permitting & Licensing - 6 Service Areas MAT/Assessor System & Flags, Esri ArcGIS, Flag Integration (Per System), Autofill Interfaces (3), Premium Support	1/1/2024	12/31/2024	\$97,537.50
Permitting & Licensing - 6 Service Areas MAT/Assessor System & Flags, Esri ArcGIS, Flag Integration (Per System), Autofill Interfaces (3), Premium Support	1/1/2025	12/31/2025	\$102,414.38
Permitting & Licensing - 6 Service Areas MAT/Assessor System & Flags, Esri ArcGIS, Flag Integration (Per System), Autofill Interfaces (3), Premium Support	1/1/2026	12/31/2026	\$107,534.34
OpenGov Conference Attendee (2 Tickets)*	1/1/2024	12/31/2026	\$2,400.00

Annual Subscription Total: See Billing Table

Billing Table:		
Billing Date	Amount Due	
January 1, 2024	\$99,937.50	Annual Software Fee + Conference Attendee Tickets
January 1, 2025	\$104,814.38	Annual Software Fee + Conference Attendee Tickets
January 1, 2026	\$109,934.34	Annual Software Fee + Conference Attendee Tickets

Order Form Legal Terms

Welcome to OpenGov! This Order Form is entered into between OpenGov, Inc. ("OpenGov"), and you, the entity identified above ("Customer"), effective as of the date of the last signature below. This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>. If professional services are purchased, the applicable Statement of Work ("SOW") is also incorporated. The Order Form, MSA, and, if applicable, the SOW are the full "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

*Conference Tickets are valid for the event only (no refunds or exchanges) and do not include travel, lodging, or other expenses

County of Chatham, NC

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____



OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Order Form Number: OG-00005003
Created On: 12/14/2020
Order Form Expiration: 12/30/2020
Subscription Start Date: 01/01/2021
Subscription End Date: 12/31/2023

Sales Representative: Michael Atkinson
Email: matkinson@opengov.com
Contract Terms (Years) : 3.00

Customer Information

Customer: Chatham County – Finance
Bill To/Ship To: PO Box 608
Pittsboro, North Carolina 27312
United States

Primary Contact: David Camp
Email: david.camp@chathamcountync.gov
Phone:

Billing Contact: David Camp
Email: david.camp@chathamcountync.gov
Phone:

Order Details

Billing Frequency: Annual
Payment Terms: Net 30

Description:

SOFTWARE SERVICES

Product	Description	Start Date	End Date	Annual Contract Value
OpenGov Software	Esri ArcGIS Flag Integration (per system) MAT / Assessor System & Flags AutoFill Interfaces Premium Support — Platinum Permitting, Licensing and Code Enforcement — 4 Service Areas	01/01/2021	12/31/2023	\$75,250.00

PROFESSIONAL SERVICES

Product	Description	Total
OpenGov Deployment	Professional Services Deployment	\$40,330.00

BILLING TABLE

Billing Date	Amount Due
January 1, 2021	\$115,580.00
January 1, 2022	\$75,250.00
January 1, 2023	\$75,250.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement.

Chatham County – Finance

Signature:

Name:
Dan LaMontagne

Title:
County Manager

Date:

OpenGov, Inc.

Signature:

DocuSigned by:

A7E3687D6FFE426...

Name:
Paul H. Denton

Title:
CFO

Date:
12/30/2020

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual’s location to Customer’s location, reasonable hotel accommodations, ground transportation and meals.

OPENGOV SOFTWARE SERVICES AGREEMENT

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the

OPENGOV SOFTWARE SERVICES AGREEMENT

disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**").

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

OPENGOV SOFTWARE SERVICES AGREEMENT

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**8.1 By OpenGov.**

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR

OPENGOV SOFTWARE SERVICES AGREEMENT

ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. [Intentionally Omitted]

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

OPENGOV SOFTWARE SERVICES AGREEMENT

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

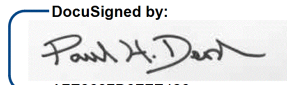
10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Chatham County, North Carolina, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures**Customer: Chatham County-Finance**

Signature: _____
Name: Dan LaMontagne_____
Title: County Manager_____
Date: _____

OPENGOV, INC.

Signature: _____
Name: Paul H. Denton_____
Title: CFO_____
Date: 12/30/2020_____



OpenGov Quote for: County of Chatham, NC

Quote Created Date: 9/27/2023

Quote Expiration Date: 12/31/2023

Created by: Audrey Helle, Renewal Operations Analyst, OpenGov

Created for: County of Chatham, NC

Term Effective Date: 1/1/2024

Term End Date: 12/31/2024

Term Length: 12 Months

Description:

- Permitting & Licensing - 6 Service Areas
 - 4 Service Area - **\$65,332.38**
 - 1 Service Area - Pittsboro - **\$7,500**
 - 1 Service Area - Siler City - **\$7,500**
- MAT/Assessor System & Flags - **\$3,418.81**
- Esri ArcGIS - **\$1,139.61**
- Flag Integration (per system) - **\$1,139.61**
- Premium Support - **\$7,217.49**
- Autofill Interfaces (3) - **\$4,289.60**

TOTAL ANNUAL FEE: \$97,537.50



Chatham County, NC

Text File

File Number: 23-5018

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Tax Office Assessor

File Type: Agenda Item

Vote to approve Tax Releases and Refunds

Action Requested: Vote to approve Tax Releases and Refunds.

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

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

Recommendation: Vote to approve Tax Releases and Refunds.

DATE 11/03/23	BOARD REVIEW OF CORRECTED RECEIPTS REPORT										PAGE 1
TIME 8:35:51	CHATHAM CO TAX DEPARTMENT										PROG# CL2182
USER CHAMY	DEPOSIT DATES 10/01/2023 THROUGH 10/31/2023										
SKIP NEGATIVE ABATEMENTS	OMIT	ABATE	CODES	ERROR	BOER	CHGOF	PTC				
TAX	DEPOSIT										
YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
=====											
2019	STANLEY STEVEN B	10/05/2023	2513238	202	25.92					ACREAGE CORRECTI	RPVAL
	** YEAR TOTALS **				25.92						
2020	STANLEY STEVEN B	10/05/2023	2577955	202	25.92					ACREAGE CORRECTI	RPVAL
	** YEAR TOTALS **				25.92						
2021	CONSTANTINO MICHAEL FRANK	10/06/2023	2631083	202		21.34				MOVED OUT OF COU	OCNTY
2021	STANLEY STEVEN B	10/05/2023	2643316	202	60.40					ACREAGE CORRECTI	RPVAL
2021	WESTBROOK REBECCA T LIFE EST	10/20/2023	2666684	110	206.10					DATA REVISION	RPVAL
2021	WOOD KEVIN JOHN	10/06/2023	2677946	106		4.36				TP DECEASED	OWNER
	** YEAR TOTALS **				266.50	25.70					
2022	STANLEY STEVEN B	10/05/2023	2709890	202	60.40					ACREAGE CORRECTI	RPVAL
2022	WESTBROOK REBECCA T LIFE EST	10/20/2023	2731632	110	206.10					DATA REVISION	RPVAL
2022	WOOD KEVIN JOHN	10/06/2023	2746866	106		4.36				TP DECEASED	OWNER
	** YEAR TOTALS **				266.50	4.36					
2023	APPLIANCE WAREHOUSE OF AMERICA	10/11/2023	2797796	107		.31				USPS PROVIDED	NOLL
2023	AUCESTOVAR ALEJANDRO	10/03/2023	2799046	107	365.85					SCE NOT ON FILE	NOSCE
2023	BURFORD MICHAEL R	10/17/2023	2790091	105	137.05					DATA REVISION	RPVAL
2023	C&M PROPERTIES OF FUQUAY LLC	10/31/2023	2800064	105	6960.40				137.00	CHANGE MA37W TO	RPVAL
2023	CENTURYTEL SERVICE GROUP LLC	10/23/2023	2782181	202		.29				USPS PROVIDED	NOLL
2023	CORNELIUS ANDY	10/02/2023	2820374	105		8.32				INCORRECT PURCHA	WVAL
2023	CSC SERVICEWORKS INC	10/11/2023	2765775	202		9.02				USPO POSTMARK VE	NOLL
2023	CSC SERVICEWORKS INC	10/11/2023	2772394	201		8.99				USPO POSTMARK VE	NOLL
2023	CSC SERVICEWORKS INC	10/11/2023	2786404	107		5.27				USPO POSTMARK VE	NOLL
2023	CSC SERVICEWORKS INC	10/11/2023	2786410	104		.26				USPO POSTMARK VE	NOLL
2023	CSC SERVICEWORKS INC	10/11/2023	2786411	105		.80				USPO POSTMARK VE	NOLL
2023	CSC SERVICEWORKS INC	10/11/2023	2786412	109		1.90				USPO POSTMARK VE	NOLL
2023	CSC SERVICEWORKS INC	10/11/2023	2805189	113		.26				USPO POSTMARK VE	NOLL
2023	DEAN HARBERT LEE	10/20/2023	2767334	103		4.24				SOLD IN 2022	PPSLD
2023	HARRIS ANDREW PICKERING	10/03/2023	2800598	107		955.83				PAID VA	PPSLD
2023	HARRIS ANDREW PICKERING	10/03/2023	2800599	107		38.28				PAID VA	PPSLD
2023	HENSON KIM PAMELA	10/20/2023	2756019	106		46.33				JUNKED	PPSLD
2023	LYNCH ALEXANDER AUSTIN	10/17/2023	2776921	107		159.72				SOLD IN 2022	PPSLD
2023	MASSEY CHRISTOPHER ALLEN	10/23/2023	2784469	109		4.22				PER BOS	PPSLD
2023	MASSEY CHRISTOPHER ALLEN	10/23/2023	2784470	109		4.22				PER BOS	PPSLD
2023	MCKINNEY THERESA PUREFOY	10/13/2023	2817871	201		22.95				REGISTERED AT DM	PPSLD
2023	SEYMOUR MAMIE FEARRINGTON	10/25/2023	2776467	107		4.48				SITUS ORANGE CO	OCNTY
2023	SIZEMORE RONNIE FLOYD	10/20/2023	2812492	103		12.38				SOLD PER DMV REC	PPSLD
2023	STANLEY STEVEN B	10/05/2023	2776695	202	61.40					ACREAGE CORRECTI	RPVAL
2023	STELLATO VITO	10/04/2023	2781155	203	190.44					CORRECT TOTAL SF	RPVAL
2023	TIMBERLAND SERVICES INC	10/24/2023	2762172	108		43.12				LATE LISTED VALU	PPVAL
2023	WESTBROOK REBECCA T LIFE EST	10/10/2023	2796764	110	211.49				137.00	DATA REVISION	RPVAL
2023	WILKES RENEE SHANKLE	10/19/2023	2801055	106		32.98				INCORRECT VALUE	WVAL
2023	WOOD KEVIN JOHN	10/06/2023	2815674	106		4.55				TP DECEASED	OWNER
2023	ZOETIS US LLC	10/13/2023	2765288	103		1196.28				AMENDED RETRN	PPVAL

DATE 11/03/23
TIME 8:35:51

USER CHAMY
SKIP NEGATIVE ABATEMENTS
TAX

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
CHATHAM CO TAX DEPARTMENT
DEPOSIT DATES 10/01/2023 THROUGH 10/31/2023
OMIT ABATE CODES ERROR BOER CHGOF PTC

PAGE 2
PROG# CL2182

YEAR	TAXPAYER NAME	DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
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** YEAR TOTALS **				7926.63	2565.00			274.00		
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*** FINAL TOTALS ***				8511.47	2595.06			274.00		
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*** NORMAL END OF JOB ***

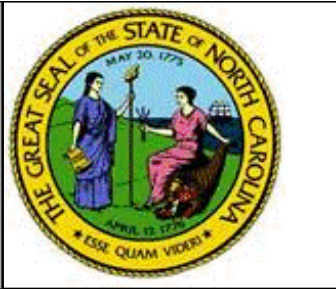


North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
ALHART, RICHARD GARY	ALHART, RICHARD GARY		1611 VINEYARD MIST DR		CARY, NC 27519	Proration	0035588400	EHW2826	AUTHORIZED	292626639	Refund Generated due to proration on Bill #0035588400-2022-0000-00
ANGELINO, ALESSANDRA CONCETTA	ANGELINO, ALESSANDRA CONCETTA		915 S WOLFE ST APT 223		BALTIMORE, MD 21231	Proration	0058160395	JAH2239	AUTHORIZED	194963644	Refund Generated due to proration on Bill #0058160395-2022-0000-00
BANNAN, ERIC ERASMUS	BANNAN, ERIC ERASMUS		307 FOREST LN		PITTSBORO, NC 27312	Proration	0073984742	8L8430	AUTHORIZED	194902458	Refund Generated due to proration on Bill #0073984742-2023-0000-00
BARROWS, PAULA KECK	BARROWS, PAULA KECK		4248 PITTSBORO GOLDSTON R		BEAR CREEK, NC 27207	Proration	0064457739	RDL5334	AUTHORIZED	194704540	Refund Generated due to proration on Bill #0064457739-2022-0000-00
BENNETT, NATHAN ANTHONY	BENNETT, NATHAN ANTHONY		30130 PORTER		CHAPEL HILL, NC 27517	Proration	0061047943	ELK4382	AUTHORIZED	194893526	Refund Generated due to proration on Bill #0061047943-2022-0000-00



North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	10/20/2023	10/20/2023 2:05:11 PM
ie	Reg . Out of state	10/18/2023	10/18/2023 1:06:08 PM
ie	Vehicle Totalled	10/17/2023	10/17/2023 11:30:21 AM
ie	Vehicle Sold	10/12/2023	10/12/2023 12:48:07 PM
ie	Vehicle Sold	10/16/2023	10/16/2023 9:51:53 AM



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$22.61)	\$0.00	(\$22.61)
23	Tax	(\$11.73)	\$0.00	(\$11.73)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$34.34
00	Tax	(\$20.74)	\$0.00	(\$20.74)
07	Tax	(\$3.68)	\$0.00	(\$3.68)
			Refund	\$24.42
00	Tax	(\$41.29)	\$0.00	(\$41.29)
07	Tax	(\$7.72)	\$0.00	(\$7.72)
			Refund	\$49.01
00	Tax	(\$19.48)	\$0.00	(\$19.48)
04	Tax	(\$2.64)	\$0.00	(\$2.64)
			Refund	\$22.12
00	Tax	(\$78.32)	\$0.00	(\$78.32)
07	Tax	(\$13.89)	\$0.00	(\$13.89)
			Refund	\$92.21

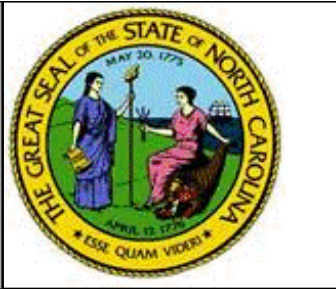


North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
BERRY, VICTORIA LYNN	BERRY, VICTORIA LYNN		1616 VINEYARD MIST DR		CARY, NC 27519	Proration	0069933910	JJZ5867	AUTHORIZED	291877671	Refund Generated due to proration on Bill #0069933910-2022-0000-00
BOSSERT, KELLIE JEANNE	BOSSERT, KELLIE JEANNE		1240 MCLAURIN RD		SILER CITY, NC 27344	Proration	0056959162	CEL3685	AUTHORIZED	195084498	Refund Generated due to proration on Bill #0056959162-2022-0000-00
CASTONGUAY, MAGELLA NOEL	CASTONGUAY, MAGELLA NOEL		138 WANNIE AND WADE RD		CHAPEL HILL, NC 27516	Proration	0063971666	JKR1694	AUTHORIZED	194327506	Refund Generated due to proration on Bill #0063971666-2022-0000-00
CHAFFKIN, JEFFREY ALAN	CHAFFKIN, JEFFREY ALAN		119 BECKINGHAM LOOP		CARY, NC 27519	Proration	0061682969	JCV8343	AUTHORIZED	292340046	Refund Generated due to proration on Bill #0061682969-2022-0000-00
CLIFFORD, DANE	CLIFFORD, DANE		9 BRIDLE PATH		PITTSBORO, NC 27312	Proration	0073946134	KBE4448	AUTHORIZED	194591866	Refund Generated due to proration on Bill #0073946134-2022-0000-00



North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	10/09/2023	10/9/2023 11:27:25 AM
ie	Vehicle Sold	10/20/2023	10/20/2023 2:57:53 PM
ie	Vehicle Totalled	10/04/2023	10/4/2023 7:22:26 AM
ie	Reg . Out of state	10/16/2023	10/17/2023 4:32:18 PM
ie	Vehicle Sold	10/10/2023	10/17/2023 4:32:18 PM



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$46.55)	\$0.00	(\$46.55)
23	Tax	(\$24.15)	\$0.00	(\$24.15)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$70.70
00	Tax	(\$23.54)	\$0.00	(\$23.54)
03	Tax	(\$2.48)	\$0.00	(\$2.48)
			Refund	\$26.02
00	Tax	(\$24.27)	\$0.00	(\$24.27)
07	Tax	(\$4.30)	\$0.00	(\$4.30)
			Refund	\$28.57
00	Tax	(\$132.07)	\$0.00	(\$132.07)
23	Tax	(\$68.52)	\$0.00	(\$68.52)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$200.59
00	Tax	(\$93.76)	\$0.00	(\$93.76)
21	Tax	(\$62.03)	\$0.00	(\$62.03)
			Refund	\$155.79



North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
CORNETTE, SARAH ELIZABETH	CORNETTE, SARAH ELIZABETH		468 DEER PATH		CHAPEL HILL, NC 27516	Proration	0073878005	KJC2350	AUTHORIZED	194449812	Refund Generated due to proration on Bill #0073878005-2023-0000-00
CRANFORD, REVA TEAGUE	CRANFORD, REVA TEAGUE		241 ERNEST TEAGUE RD		SILER CITY, NC 27344	Proration	0071172193	KAZ1871	AUTHORIZED	194257202	Refund Generated due to proration on Bill #0071172193-2022-0000-00
ERICKSON, MICHAEL GEORGE	ERICKSON, MICHAEL GEORGE		229 ELLISVIEW DR		CARY, NC 27519	Proration	0073291912	2223SR	AUTHORIZED	292846653	Refund Generated due to proration on Bill #0073291912-2022-0000-00
EVANS, SUSAN PITTMAN	EVANS, SUSAN PITTMAN		12027 WICKER DR		CHAPEL HILL, NC 27517	Proration	0053163190	DKB7857	AUTHORIZED	195632868	Refund Generated due to proration on Bill #0053163190-2022-0000-00
FLEETWOOD, JEFFREY SCOTT	FLEETWOOD, JEFFREY SCOTT		628 CAROLINA CROSSINGS DR		APEX, NC 27523	Proration	0070346022	KAX9163	AUTHORIZED	195231108	Refund Generated due to proration on Bill #0070346022-2022-0000-00



North Carolina Veh

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	10/06/2023	10/9/2023 3:43:02 PM
ie	Vehicle Totalled	10/03/2023	10/6/2023 4:37:25 PM
ie	Vehicle Sold	10/23/2023	10/25/2023 4:29:39 PM
ie	Vehicle Totalled	10/31/2023	10/31/2023 7:25:24 AM
ie	Vehicle Sold	10/23/2023	10/25/2023 4:29:43 PM



North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$87.58)	\$0.00	(\$87.58)
07	Tax	(\$16.37)	\$0.00	(\$16.37)
			Refund	\$103.95
00	Tax	(\$192.72)	\$0.00	(\$192.72)
09	Tax	(\$23.91)	\$0.00	(\$23.91)
			Refund	\$216.63
00	Tax	(\$68.94)	\$0.00	(\$68.94)
23	Tax	(\$35.77)	\$0.00	(\$35.77)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$104.71
00	Tax	(\$34.99)	\$0.00	(\$34.99)
07	Tax	(\$6.21)	\$0.00	(\$6.21)
			Refund	\$41.20
00	Tax	(\$126.23)	\$0.00	(\$126.23)
07	Tax	(\$22.40)	\$0.00	(\$22.40)
			Refund	\$148.63



North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
FLORENCE, RATOSHA SHARNA	FLORENCE, RATOSHA SHARNA		394 EVIE LYNN RD		PITTSBORO, NC 27312	Proration	0070149566	KED9389	AUTHORIZED	194449372	Refund Generated due to proration on Bill #0070149566-2022-0000-00
FOOKSA, RADEK	FOOKSA, RADEK		48 POST OAK RD		CHAPEL HILL, NC 27516	Proration	0070641359	KET9194	AUTHORIZED	194591958	Refund Generated due to proration on Bill #0070641359-2022-0000-00
GABRIEL, HODA	GABRIEL, HODA		4 CENTENNIAL CT		APEX, NC 27523	Proration	0071407491	KEY1505	AUTHORIZED	195632866	Refund Generated due to proration on Bill #0071407491-2022-0000-00
GILBERT, KIMBERLY FRANKLIN	GILBERT, KIMBERLY FRANKLIN		1009 KNOTTY OAKS DR		APEX, NC 27523	Proration	0066105854	JMY5716	AUTHORIZED	195620928	Refund Generated due to proration on Bill #0066105854-2022-0000-00
GOLDEN, JASON LEE	GOLDEN, JASON LEE		550 JOHN EMERSON RD		SILER CITY, NC 27344	Proration	0070881276	TLR4589	AUTHORIZED	195310424	Refund Generated due to proration on Bill #0070881276-2022-0000-00



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	10/06/2023	10/6/2023 8:03:28 AM
ie	Vehicle Sold	10/10/2023	10/10/2023 9:33:39 AM
ie	Reg . Out of state	10/31/2023	11/2/2023 8:06:48 AM
ie	Vehicle Sold	10/30/2023	10/31/2023 10:31:49 AM
ie	Vehicle Totalled	10/25/2023	10/25/2023 3:15:28 PM



North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$22.50)	\$0.00	(\$22.50)
06	Tax	(\$4.28)	\$0.00	(\$4.28)
			Refund	\$26.78
00	Tax	(\$47.37)	\$0.00	(\$47.37)
07	Tax	(\$8.41)	\$0.00	(\$8.41)
			Refund	\$55.78
00	Tax	(\$240.76)	\$0.00	(\$240.76)
07	Tax	(\$42.72)	\$0.00	(\$42.72)
			Refund	\$283.48
00	Tax	(\$175.87)	\$0.00	(\$175.87)
07	Tax	(\$31.21)	\$0.00	(\$31.21)
			Refund	\$207.08
00	Tax	(\$35.11)	\$0.00	(\$35.11)
01	Tax	(\$6.33)	\$0.00	(\$6.33)
			Refund	\$41.44



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
GOULD, PETER ALAN	GOULD, PETER ALAN	GOULD, PATRICIA LYNNE	157 WILDWIND DR		CHAPEL HILL, NC 27516	Proration	0060951196	8A1545	AUTHORIZED	194327508	Refund Generated due to proration on Bill #0060951196-2022-0000-00
HALEY, DANENA JOAN	HALEY, DANENA JOAN		916 EAST ST UNIT 97		PITTSBORO, NC 27312	Proration	0057538597	FDW9447	AUTHORIZED	195084296	Refund Generated due to proration on Bill #0057538597-2023-0000-00
HARRISON, DAVID HASKELL	HARRISON, DAVID HASKELL	HARRISON, MARIANNE OVERBAY	108 CARDINAL RIDGE RD		CHAPEL HILL, NC 27516	Proration	0039956737	DHHPR0F	AUTHORIZED	195023114	Refund Generated due to proration on Bill #0039956737-2022-0000-00
HATLER, MARY ANN	HATLER, RUSSELL KEITH	HATLER, MARY ANN	1105 VENTNOR PL		CARY, NC 27519	Proration	0069659952	KDY3992	AUTHORIZED	291674598	Refund Generated due to proration on Bill #0069659952-2022-0000-00
JONES, RHONDA MARTHA	JONES, RHONDA MARTHA		37 QUARTER GATE TRCE		CHAPEL HILL, NC 27516	Proration	0047685948	FHC9663	AUTHORIZED	194902258	Refund Generated due to proration on Bill #0047685948-2022-0000-00



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	10/04/2023	10/4/2023 7:27:10 AM
ie	Tag Surrender	10/20/2023	10/25/2023 4:29:43 PM
ie	Vehicle Sold	10/19/2023	10/19/2023 3:39:04 PM
ie	Vehicle Sold	10/06/2023	10/9/2023 3:43:02 PM
ie	Vehicle Totalled	10/17/2023	10/17/2023 6:45:59 AM



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$40.35)	\$0.00	(\$40.35)
07	Tax	(\$7.16)	\$0.00	(\$7.16)
			Refund	\$47.51
00	Tax	(\$104.33)	\$0.00	(\$104.33)
21	Tax	(\$67.01)	\$0.00	(\$67.01)
			Refund	\$171.34
00	Tax	(\$9.19)	\$0.00	(\$9.19)
07	Tax	(\$1.63)	\$0.00	(\$1.63)
			Refund	\$10.82
00	Tax	(\$72.59)	\$0.00	(\$72.59)
23	Tax	(\$37.66)	\$0.00	(\$37.66)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$110.25
00	Tax	(\$43.94)	\$0.00	(\$43.94)
07	Tax	(\$7.80)	\$0.00	(\$7.80)
			Refund	\$51.74



North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
JOSEPH P DEMATTEO AND DEBRA DEMATTEO REVOCABLE TRUST DTED 8-9-2006	JOSEPH P DEMATTEO AND DEBRA DEMATTEO REVOCABLE TRUST DTED 8-9-2006	DE MATTEO, JOSEPH PASCAL	12046 IREDELL		CHAPEL HILL, NC 27517	Proration	0065811213	JHA1265	AUTHORIZED	194591886	Refund Generated due to proration on Bill #0065811213-2022-0000-00
KRATZAT, EDWIN NTENDE	KRATZAT, EDWIN NTENDE	KRATZAT, MEGAN DELUGAS	164 COPPER LEAF AVE		CHAPEL HILL, NC 27516	Proration	0070663914	KEB1124	AUTHORIZED	195231516	Refund Generated due to proration on Bill #0070663914-2022-0000-00
KUHN, MOLLIE JEAN	KUHN, MOLLIE JEAN		76502 RICE		CHAPEL HILL, NC 27517	Adjustment >= \$100	0074653883	VAT3156	AUTHORIZED	194449826	Refund Generated due to adjustment on Bill #0074653883-2023-0000-00
LAGENOR, PETER JOHN	LAGENOR, PETER JOHN		110 HARTS CREEK DR		PITTSBORO, NC 27312	Proration	0025634880	TFY9475	AUTHORIZED	195310270	Refund Generated due to proration on Bill #0025634880-2022-0000-00
LEM, HOWARD CHIN	LEM, HOWARD CHIN	LEM, DOROTHY ELIZABETH	530 GARENDON DR		CARY, NC 27519	Proration	0007440220	RPF8696	AUTHORIZED	292353906	Refund Generated due to proration on Bill #0007440220-2022-0000-00



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	10/10/2023	10/17/2023 4:32:18 PM
-			
ie	Vehicle Sold	10/23/2023	10/25/2023 4:29:43 PM
-			
ie	Over Assessment	10/06/2023	10/9/2023 3:42:53 PM
-			
ie	Vehicle Sold	10/25/2023	10/25/2023 1:12:27 PM
-			
ie	Reg . Out of state	10/17/2023	10/17/2023 1:48:42 PM
-			



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$105.40)	\$0.00	(\$105.40)
07	Tax	(\$18.70)	\$0.00	(\$18.70)
			Refund	\$124.10
00	Tax	(\$93.77)	\$0.00	(\$93.77)
07	Tax	(\$16.64)	\$0.00	(\$16.64)
			Refund	\$110.41
00	Tax	(\$151.59)	\$0.00	(\$151.59)
07	Tax	(\$28.33)	\$0.00	(\$28.33)
			Refund	\$179.92
00	Tax	(\$31.52)	\$0.00	(\$31.52)
04	Tax	(\$4.27)	\$0.00	(\$4.27)
			Refund	\$35.79
00	Tax	(\$2.61)	\$0.00	(\$2.61)
23	Tax	(\$1.35)	\$0.00	(\$1.35)



North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
LEM, HOWARD CHIN	LEM, HOWARD CHIN	LEM, DOROTHY ELIZABETH	530 GARENDON DR		CARY, NC 27519	Proration	0007440220	RPF8696	AUTHORIZED	292353906	Refund Generated due to proration on Bill #0007440220-2022-0000-00
LINDSEY, MARY GREEN	LINDSEY, MARY GREEN		2622 HWY 64 W BUSINESS		PITTSBORO, NC 27312	Proration	0074723256	TDR2979	AUTHORIZED	195240830	Refund Generated due to proration on Bill #0074723256-2023-0000-00
LUCAS, CRAIG DONALD	LUCAS, CRAIG DONALD	LUCAS, VALERIE ROSE	1036 HOLLAND BEND DR		CARY, NC 27519	Proration	0073580113	CKX1294	AUTHORIZED	194902770	Refund Generated due to proration on Bill #0073580113-2022-0000-00
MERRIN, MARIA TSAGRIS	MERRIN, MARIA TSAGRIS	MERRIN, SCOTT	187 BROAD LEAF CT		CHAPEL HILL, NC 27517	Proration	0073828550	D0DGRFAN	AUTHORIZED	195633306	Refund Generated due to proration on Bill #0073828550-2023-0000-00
MILLER, CLYDE EVERETT	MILLER, CLYDE EVERETT		1680 CENTER GROVE CH RD		MONCURE, NC 27559	Proration	0065819293	TCP9032	AUTHORIZED	194759080	Refund Generated due to proration on Bill #0065819293-2022-0000-00
NEAL, LISA BALDWIN HOWELL	NEAL, LISA BALDWIN HOWELL		314 RIVER BEND RD		SILER CITY, NC 27344	Proration	0069212269	KCD2349	AUTHORIZED	195241076	Refund Generated due to proration on Bill #0069212269-2022-0000-00



North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

	Refund Reason	Create Date	Authorization Date
ie 20	Reg . Out of state	10/17/2023	10/17/2023 1:48:42 PM
ie	Vehicle Sold	10/24/2023	10/24/2023 12:53:06 PM
ie	Vehicle Sold	10/17/2023	10/18/2023 4:33:18 PM
ie	Vehicle Sold	10/31/2023	11/2/2023 8:06:48 AM
ie	Vehicle Sold	10/13/2023	10/17/2023 4:32:18 PM
ie	Vehicle Sold	10/24/2023	10/24/2023 4:08:48 PM



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$3.96
00	Tax	(\$10.75)	\$0.00	(\$10.75)
06	Tax	(\$2.24)	\$0.00	(\$2.24)
			Refund	\$12.99
00	Tax	(\$231.72)	\$0.00	(\$231.72)
21	Tax	(\$153.31)	\$0.00	(\$153.31)
			Refund	\$385.03
00	Tax	(\$120.10)	\$0.00	(\$120.10)
07	Tax	(\$22.44)	\$0.00	(\$22.44)
			Refund	\$142.54
00	Tax	(\$102.99)	\$0.00	(\$102.99)
06	Tax	(\$19.59)	\$0.00	(\$19.59)
			Refund	\$122.58
00	Tax	(\$9.82)	\$0.00	(\$9.82)
03	Tax	(\$1.03)	\$0.00	(\$1.03)
			Refund	\$10.85

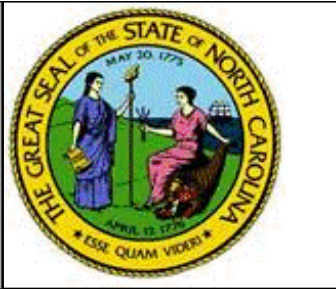


North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
ODONNELL, NANCY ANN	ODONNELL, NANCY ANN		740 CLARENCE MCKEITHEN RD		SANFORD, NC 27330	Proration	0065626079	JFN4707	AUTHORIZED	292626270	Refund Generated due to proration on Bill #0065626079-2022-0000-00
PATTERSON, ROGER DENNIS	PATTERSON, ROGER DENNIS	PATTERSON, FAITH ROOKS	249 HARRISON POND DR		PITTSBORO, NC 27312	Proration	0030373526	DHV7725	AUTHORIZED	194902338	Refund Generated due to proration on Bill #0030373526-2022-0000-00
PERSON, SHANNA MARIE	PERSON, SHANNA MARIE		84 HANKS CHAPEL RD		PITTSBORO, NC 27312	Proration	0066518407	KAP6032	AUTHORIZED	194704542	Refund Generated due to proration on Bill #0066518407-2022-0000-00
RIGGSBEE, MARK ANTHONY	RIGGSBEE, MARK ANTHONY		223 EDWARDS HILL CHURCH	ROAD	SILER CITY, NC 27344	Adjustment < \$100	0074450448	CP89234	AUTHORIZED	194257268	Refund Generated due to adjustment on Bill #0074450448-2023-0000-00
RUTKOWSKE, TERRY LYNE	RUTKOWSKE, TERRY LYNE	RUTKOWSKE, RANDY DALE	270 OAK HILL DR		APEX, NC 27523	Proration	0074822100	KJT9429	AUTHORIZED	195632936	Refund Generated due to proration on Bill #0074822100-2023-0000-00



North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	10/20/2023	10/20/2023 10:23:47 AM
ie	Vehicle Sold	10/17/2023	10/17/2023 9:22:15 AM
ie	Vehicle Totalled	10/12/2023	10/12/2023 12:48:39 PM
ie	Adjustment	10/03/2023	10/3/2023 12:22:00 PM
ie	Tag Surrender	10/31/2023	11/2/2023 8:06:48 AM



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$30.30)	\$0.00	(\$30.30)
11	Tax	(\$3.91)	\$0.00	(\$3.91)
02	Tax	(\$6.83)	\$0.00	(\$6.83)
			Refund	\$41.04
00	Tax	(\$59.32)	\$0.00	(\$59.32)
07	Tax	(\$10.53)	\$0.00	(\$10.53)
			Refund	\$69.85
00	Tax	(\$20.29)	\$0.00	(\$20.29)
06	Tax	(\$3.86)	\$0.00	(\$3.86)
			Refund	\$24.15
00	Tax	(\$18.97)	\$0.00	(\$18.97)
03	Tax	(\$1.94)	\$0.00	(\$1.94)
			Refund	\$20.91
00	Tax	(\$227.26)	\$0.00	(\$227.26)
07	Tax	(\$42.47)	\$0.00	(\$42.47)
			Refund	\$269.73



North Carolina Veh

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
SCHNETZLER, LINDA ANN	SCHNETZLER, LINDA ANN		PO BOX 430		PITTSBORO, NC 27312	Proration	0040608224	HMH1764	AUTHORIZED	194449722	Refund Generated due to proration on Bill #0040608224-2022-0000-00
SHEFFIELD, TERRY WAYNE	SHEFFIELD, TERRY WAYNE		1311 NEWLAND ST		SILER CITY, NC 27344	Adjustment < \$100	0069298849	RCT9309	AUTHORIZED	195633034	Refund Generated due to adjustment on Bill #0069298849-2023-0000-00
STRICKLAND, JEFFREY NELSON	STRICKLAND, JEFFREY NELSON		905 LAKEWOOD FALLS RD		GOLDSTON, NC 27252	Proration	0072675615	FAS4905	AUTHORIZED	194902800	Refund Generated due to proration on Bill #0072675615-2022-0000-00
SUMMERS, ROBERT WILLIAM	SUMMERS, ROBERT WILLIAM	SUMMERS, MARY BETH	1794 ASBURY CH RD		SANFORD, NC 27330	Proration	0074251069	RD1238	AUTHORIZED	195632870	Refund Generated due to proration on Bill #0074251069-2022-0000-00
SZCZYPINSKI, ELIZABETH PHILLIPS	SZCZYPINSKI, ELIZABETH PHILLIPS		403 HIGHLAND TRL		CHAPEL HILL, NC 27516	Proration	0041550285	FDJ7100	AUTHORIZED	194893366	Refund Generated due to proration on Bill #0041550285-2022-0000-00



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	10/06/2023	10/6/2023 2:41:42 PM
ie	Damage	10/31/2023	10/31/2023 10:31:31 AM
ie	Vehicle Sold	10/17/2023	10/17/2023 4:29:28 PM
ie	Vehicle Sold	10/31/2023	11/2/2023 8:06:48 AM
ie	Vehicle Totalled	10/16/2023	10/16/2023 7:27:39 AM



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$15.39)	\$0.00	(\$15.39)
07	Tax	(\$2.73)	\$0.00	(\$2.73)
			Refund	\$18.12
00	Tax	(\$84.32)	\$0.00	(\$84.32)
01	Tax	(\$14.77)	\$0.00	(\$14.77)
			Refund	\$99.09
00	Tax	(\$71.33)	\$0.00	(\$71.33)
04	Tax	(\$9.65)	\$0.00	(\$9.65)
			Refund	\$80.98
00	Tax	(\$124.47)	\$0.00	(\$124.47)
06	Tax	(\$23.68)	\$0.00	(\$23.68)
			Refund	\$148.15
00	Tax	(\$26.23)	\$0.00	(\$26.23)
07	Tax	(\$4.65)	\$0.00	(\$4.65)
			Refund	\$30.88



Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
VALDEZ, ROSALBA	VALDEZ, ROSALBA		50 PITTSBORO ELEMENTARY SCHOOL RD		PITTSBORO, NC 27312	Proration	0044365956	PFX6414	AUTHORIZED	194963832	Refund Generated due to proration on Bill #0044365956-2022-0000-00
VALENTE, MAUREEN EGAN	VALENTE, MAUREEN EGAN		115 CARSON CT		PITTSBORO, NC 27312	Proration	0072738281	AHP1302	AUTHORIZED	194759334	Refund Generated due to proration on Bill #0072738281-2022-0000-00



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	10/18/2023	10/18/2023 4:30:51 PM
ie	Vehicle Sold	10/13/2023	10/13/2023 3:28:37 PM



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$34.30)	\$0.00	(\$34.30)
21	Tax	(\$22.70)	\$0.00	(\$22.70)
			Refund	\$57.00
00	Tax	(\$55.71)	\$0.00	(\$55.71)
07	Tax	(\$9.89)	\$0.00	(\$9.89)
			Refund	\$65.60
			Refund Total	\$4378.78

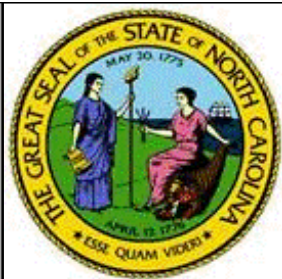


North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Tax Jurisdiction	District Type	Net Change
00	COUNTY	(\$3,433.26)
21	CITY	(\$305.05)
23	CITY	(\$179.18)
01	FIRE	(\$21.10)
03	FIRE	(\$5.45)
04	FIRE	(\$16.56)
06	FIRE	(\$53.65)
07	FIRE	(\$329.88)
09	FIRE	(\$23.91)
11	FIRE	(\$3.91)
02	SPECIAL	(\$6.83)
Total		(\$4,378.78)



North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

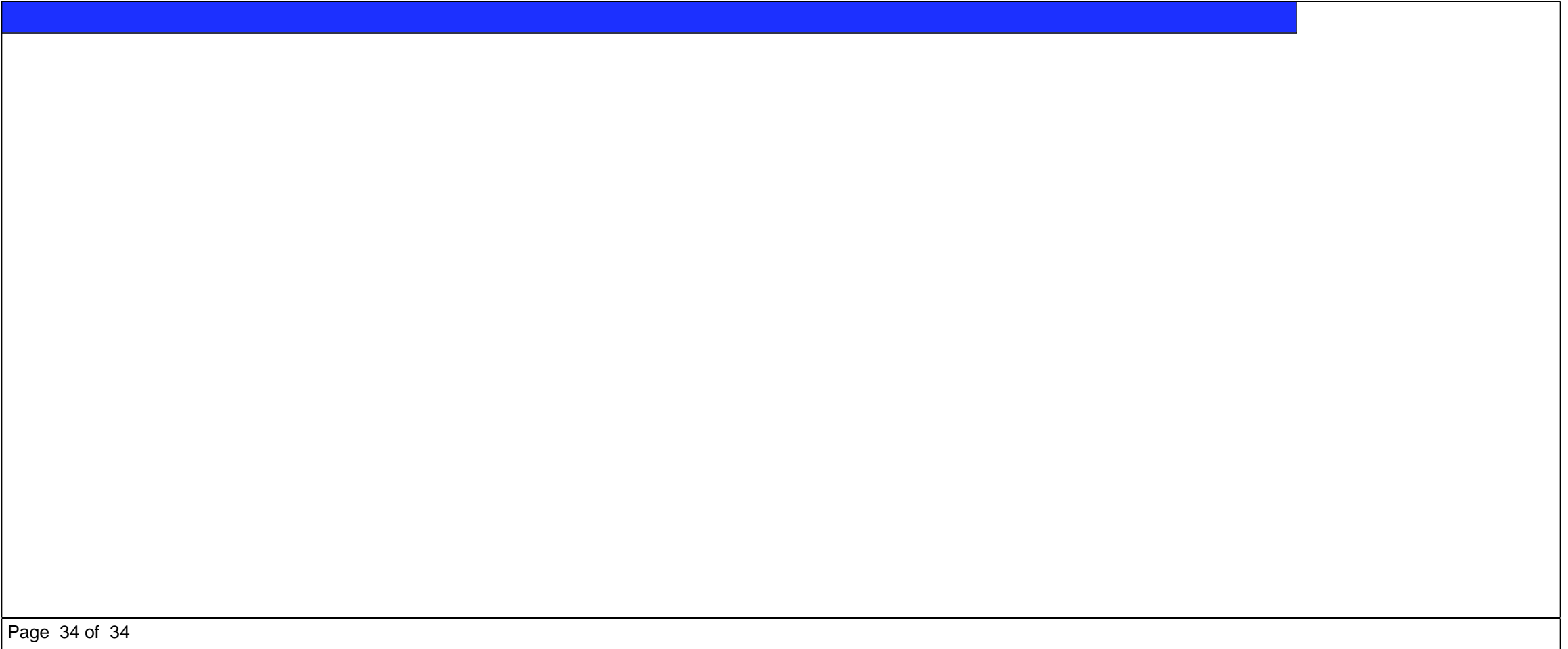


North Carolina Ver

NCVTS Pending

Report Date 11/3/2023 8:27:14 AM

Report Parameters





Chatham County, NC

Text File

File Number: 23-5019

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Tax Office Assessor

File Type: Contract

Vote to approve the amendment to the billing service agreement with SouthData for print services for the Tax Department with an automatic renewal at the end of three years.

Introduction & Background: The Chatham County Tax Department has used SouthData for print and scan services since 2015 with no issues. SouthData is quick to respond to any concerns and is timely in getting printed material mailed to the recipient.

Discussion & Analysis: In 2022, SouthData began applying a surcharge due to the cost of materials increasing by as much as 30%. The contract amendment will lock the tax department in with pricing for print and scan service and will result in a waiver of the recovery surcharges.

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

Budgetary Impact: Current budget will support the services for the contract.

Recommendation/Motion: Vote to approve the amendment to the billing service agreement with SouthData for print services for the Tax Department with an automatic renewal at the end of three years.

AMENDMENT NO.1 BILLING SERVICE AGREEMENT

This Amendment No. 1 (the “Amendment”) effective as of October 20, 2023, (“Amendment Effective Date”) amends the Billing Service Agreement (the “Agreement”) between SouthData, Inc., including its subsidiaries and other affiliated entities (“SouthData”) and Chatham County ("Client") effective as of June 19, 2015 (“Agreement Effective Date”).

WHEREAS, SouthData and Client desire to amend the Agreement in the manner set forth herein;

WHEREAS, capitalized terms used but not otherwise defined in this Amendment (the “Amendment”) shall have the same meanings respectively ascribed to them in the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Section 5. Term of Agreement is deleted in its entirety and replaced as follows:

5. Term of Agreement

The Term of this Agreement shall continue in effect for three (3) years as of June 19, 2023, through June 18, 2026 (“Renewal Term”). The Agreement shall then renew for a period of twelve (12) months or unless terminated by either party in writing more than sixty (60) days prior to the end of the Renewal Term.

Miscellaneous Image	0.065
Real & Personal Prop. Listing	0.1714
Property Tax Notice	0.18
Business Personal Prop. Listing	0.2214
Chatham County Tax Office	0.18
Business Pers. FARM Prop. Listing	0.2214
Public Utility Bills	0.1154
Debt Setoff/Delinquent Notice	0.1464
Reappraisal/Revaluation Notice	0.1144

2. New pricing will result in a waiver of recovery surcharges when signed by an authorized signor of the client.
3. All other terms of the Contract shall remain unchanged by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the Amendment Effective Date by their duly authorized representatives.

SouthData, Inc.

County of Chatham

By: _____

By: _____

Name: _____

Name: _____

Title:

Title: _____

Date: _____

Date: _____



Chatham County, NC

Text File

File Number: 23-5020

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Solid Waste and Recycling

File Type: Contract

Vote to approve the contract amendment with Key Energy for the collection and recycling of used cooking oil.

Introduction & Background: Solid Waste & Recycling has a contract with Key Energy to collect and recycling used cooking oil from the 12 Collection Centers and Main Facility. The contract is renewed annually because Key Energy is the only company in the area providing this service.

Discussion & Analysis: Due to the nature of the material, it must be picked up quarterly to ensure it is a viable product. Many of the Collection Centers receive very little or no cooking oil. The amendment reduces the number of locations cooking oil is accepted from 13 to 5- four Collection Centers and the Main Facility. Chatham County residents will still be able to access it since these locations are centrally located.

How does this relate to the Comprehensive Plan: Recycling used cooking oil helps to conserve natural resources as it is mostly recycled into a fuel source.

Budgetary Impact: None.

Recommendation/Motion: Vote to approve the contract amendment with Key Energy for the collection and recycling of used cooking oil.

NORTH CAROLINA
CHATHAM COUNTY

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Agreement (this “First Amendment”) is made and entered into this _____ day of November, 2023, by and between Chatham County (the “County”) and Key Energy (the “Contractor”).

RECITALS

- A. The County and the Contractor entered into an original Agreement effective November 1, 2016.
- B. The County has requested that the Scope of Service be updated to reflect the Services shown in Appendix 1.
- C. The Contractor has agreed to amend the Agreement as requested by the County.

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

1. The Scope of Service is updated to reflect the Services shown in Appendix 1.

AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT. Except for the Amendment set forth above, the Agreement effective November 1, 2016, shall remain in full force and effect.

CHATHAM COUNTY

BY: _____
Dan LaMontagne, County Manager

KEY ENERGY

BY: _____
Name: _____
Title: _____

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

Roy Lynch, Finance Director

APPENDIX 1

Key Energy will collect the cooking oil from the following Chatham County Solid Waste & Recycling facilities:

- Bonlee Collection Center: 1528 Elmer Moore Road, Bonlee, NC 27213
- Cole Park Collection Center: 11632 US 15/501 North, Chapel Hill, NC 27514
- Pittsboro Collection Center: 180 Martin Luther King Jr. Road, Pittsboro, NC 27312
- Siler City Collection Center: 135 Silk Hope Road, Siler City, NC 27344
- Solid Waste & Recycling Main Facility: 28 County Services Road, Pittsboro, NC 27312

The contents of the cooking oil tank will be emptied by Key Energy, processed, and recycled into processed yellow grease. Key Energy will collect the cooking oil on a quarterly basis. The County will notify Contractor if a container is getting full outside of the scheduled pickup schedule.

The facilities should be serviced during their normal operating hours. The Collection Centers are open Monday through Saturday from 7:00 am to 7:00 pm and the Main Facility is open Monday through Friday from 7:00 am to 4:00 pm. All facilities are closed on common holidays. The holiday schedule can be found at www.chathamcountync.gov/recycle.

The Contractor will also provide each of the containers that will be used to collect the cooking oil. County employees and the Contractor will take necessary steps to ensure that only cooking oil is collected in the containers. The County will clean the outside of the containers as needed. The County will notify the Contractor if a container needs to be replaced, and the Contractor will replace it within seven (7) days of receipt of notification.

Key Energy will provide the County with a report after each pickup service, including pounds collected per location.



Chatham County, NC

Text File

File Number: 23-5021

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Solid Waste and Recycling

File Type: Contract

Agenda Number:

Vote to approve the contract with USA Lamp and Ballast, Inc (Dba Cleanlites Recycling) for the collection and disposal of household batteries, lead-acid batteries, and mercury-containing items and authorize the county attorney and county manager to negotiate and execute the agreement.

Introduction & Background: Household batteries, lead-acid batteries, and mercury-containing lightbulbs are accepted from residents at the 12 Collection Centers for recycling, when possible, and proper disposal.

Discussion & Analysis: Through a request for proposal process conducted in October 2023, Cleanlites was awarded the contract. Batteries and lightbulbs will continue to be collected at all the same locations and brought to the Main Facility for consolidation and shipment. Additionally, we previously had one contractor for batteries and another for lightbulbs, so having one contractor for both will be more efficient for staff.

How does this relate to the Comprehensive Plan: Conserve natural resources.

Budgetary Impact: The current budget includes costs for battery and lightbulb recycling, including a potential increase due to a new contract. Some items have an increased price, but the overall cost of the program ultimately depends on how many and what types of items are received. If there is an overall increase, Solid Waste & Recycling anticipates being able to absorb any increase in the same line item.

Recommendation/Motion: Vote to approve the contract with USA Lamp and Ballast, Inc (Dba Cleanlites Recycling) for the collection and disposal of household batteries, lead-acid batteries, and mercury-containing items.

NORTH CAROLINA
CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this _____ day of _____, 2023 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and USA Lamps & Ballast Inc, Dba Cleanlites Recycling (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

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

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

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

1. Term of Agreement: The term of this Agreement shall commence on December 1, 2023 and end on November 30, 2026, unless terminated hereinafter set forth. This agreement shall automatically renew for two (2) additional one (1) year terms unless one party notifies that it does not wish to renew at least sixty (60) days prior to the end of the then current term.
2. Scope of Service: The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. Compensation: As compensation for the Services to be provided by the County, the County shall pay the Contractor an annual sum not to exceed \$15,000.00, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. Insurance: Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

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

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

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

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

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

Cleanlites Recycling
Attn: Anthony Legrand
195 Ben Abi Road
Spartanburg, SC 28307
864.579.4800
anthony.legrand@cleanlites.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
- a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.

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

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

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

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

CHATHAM COUNTY

By: _____
Dan LaMontagne, County Manager

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

Roy Lynch, Finance Director

CONTRACTOR

By: _____

Name: _____

Title: _____

APPENDIX 1

SCOPE OF WORK: Cleanlites will provide recycling and disposal of household batteries, lead-acid batteries, and mercury-containing items. Chatham County will consolidate all materials and Cleanlites will pick them up at the Main Facility.

PROJECT NAME: Collection and Disposal of Household Batteries, Lead-Acid Batteries, and Mercury-Containing Items

SCOPE OF SERVICES:

Solid Waste & Recycling operates twelve Collection Centers which accept household batteries and lead-acid batteries. The Main Facility accepts household and lead-acid batteries. The County also has a Household Hazardous Waste (HHW) program which has one event per month from March to November that accepts household and lead-acid batteries.

Mercury-containing items are accepted at the 12 Collection Centers, Main Facility, and HHW events. Only 4- and 2-foot straight fluorescent lightbulbs and small mercury-containing lightbulbs are accepted at the Collection Centers and Main Facility. County staff collects from each location and consolidates them at the Main Facility. Any other shape or size is accepted and processed through HHW events.

County staff will collect all materials from each location and consolidate them at the Main Facility- 28 County Services Road, Pittsboro, NC 27312. The Main Facility is open Monday through Friday, 7:00 AM to 4:00 PM. Any pick-ups must occur before 3:00 PM when staff is available to help. The Main Facility is closed on New Year's Day, Martin Luther King Jr Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, two days around Thanksgiving, and three days around Christmas.

All materials will be sorted, taped, and packaged by County staff according to the Cleanlites Containerization Guide found in Appendix 3- Cleanlites proposal from October 2023. Along with any clarifications or updates provided in writing from Contractor, particularly if local, state, and federal regulations change.

When there are enough materials to schedule a pick-up, the County will submit the Cleanlites order form. Cleanlites will schedule a pick-up and transport the materials for processing, recycling, and proper disposal.

The Contractor is expected to furnish all labor, materials, tools, equipment, and services required for the processing and marketing of all materials. The Contractor will make all reasonable efforts to maximize material recycling where possible or otherwise ensure proper disposal. The Contractor is expected to comply with all local, state, and federal regulations regarding the processing and recycling of recyclable materials.

TOTAL COMPENSATION:

The County desires to receive revenue sharing for positive value for household batteries, lead-acid batteries, and mercury-containing items collected at each of our facilities. All pricing is found in the tables below.

Batteries- Dry Cell Type	Price per pound
Nickel Cadmium	\$ 0.35
Nickel Metal Hydride	\$ 0.35
Nickel Zinc	\$ 0.65
Absolyte Cells	\$ 0.65
Alkaline: Zero Mercury Added	\$ 0.65
Alkaline: containing mercury	\$ 3.50
Zinc-Carbon	\$ 0.65
Zinc-Air	\$ 3.50

Lead-Acid Cylinder Type	\$ 0.15
Lead-Acid Gel Type	\$ 0.05
Lead-Acid Steel Case	\$ 0.15
Mercury	\$ 4.00
Button Cells: Silver, Mercury, Zinc Air	\$ 4.00
Lithium	\$ 3.50
Lithium Ion	\$ 0.35

Batteries- Wet Cell Type	Price per pound
Nickel Cadmium	\$ 0.65
Nickel Iron	\$ 0.65
Absolyte Cells	\$ 0.65
Carbon Air	\$ 0.65
Carbon Air with Mercury	\$ 4.00
Lead Acid Automotive Type	\$ 0.05
Lead Acid Steel Case	\$ 0.15
Magnesium	Magnesium Waste Profile Req.
Mercury	\$ 3.50

Mercury Containing Item	Price	Per (pound, each, etc.)
Fluorescent Lamps – 4 foot and under	\$ 0.21	Each
Fluorescent Lamps – over 4 foot	\$ 0.40	Each
Compact Fluorescent	\$ 0.32	Each
Shielded Fluorescent, all lengths	\$ 1.95	Each
U Shape & Circular Fluorescent	\$ 0.34	Each
HID Lamps	\$ 0.98	Each
Low Pressure Sodium Lamps	\$ 2.65	Each
Incandescent Bulbs	\$ 0.16	Each
Mirrored Spot Lamps	\$ 0.36	Each
Broken/Crushed fluorescent lamps	\$ 225.00	per 55g drum
Broken/Crushed HID lamps	\$ 325.00	per 55g drum
2" Grooved fluorescents, all lengths	\$ 0.68	Each
4' and 8' w/ ballast module attached	\$ 1.55	Each
Floods and Plastic Encased Spots	\$ 1.25	Each
Neon Lamps	\$ 2.99	Each
UV Lamps	\$ 1.65	Each
LED Bulbs	\$ 0.25	Each
PCB Ballast	\$ 0.97	per pound
DEHP Ballast	\$ 0.10	per pound
PCB Capacitor	\$ 3.85	per pound
Non PCB Capacitor	\$ 0.99	per pound
Mercury-Containing Devices	\$ 400.00	per 1 gallon pail
Mercury-Containing Devices	\$ 600.00	per 5 gallon pail

Mercury-Containing Devices	\$ 2,850.00	per 55g drum
Mercury-Containing Devices	\$ 11,400.00	per gaylord
Elementary Mercury	\$ 48.00	per pound

Pickup	Price per pickup
Consolidated- Pickup from Main Facility	\$256.50

Supplies	Price per item
4ft cardboard box (holds approx.. 64 T-12)	\$ 3.00
8ft cardboard box (holds approx.. 36 T-12)	\$ 4.50
5 gallon poly-pail	\$ 19.00
Reuse of 55 gallon drum for ballasts or batteries*	-

*drums must be returned to Cleanlites, failure to return will result in a \$40.00 fee per drum

COMPENSATION: Annual sum not to exceed \$15,000.00.

COMPLETION DATE: November 30, 2026

APPENDIX 2

INSURANCE REQUIREMENTS

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract. (Non-applicable-individual.)

(b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$100,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$100,000 property damage. (Defense cost shall be in excess of the limit of liability.)

(c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$250,000.00 bodily injury and \$100,000 property damage.

APPENDIX 3
CLEANLITES PROPOSAL



Chatham County, NC

Text File

File Number: 23-5028

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: County Manager's Office

File Type: Contract

Agenda Number:

Vote to approve the NC State Extension Memorandum of Agreement between the Board of County Commissioners Chatham County and North Carolina State University.

Introduction/Background: North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development.

The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information - particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement (MOA) will detail the individual relationships and mutually agreed- upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Discussion/Analysis: The prior agreement between Chatham County and NCSU was a

Memorandum of Understanding (MOU) and last approved by the Board in 2006. In 2006 the MOU was between NCSU, NC A&T, and Chatham County. The new MOA is only between NCSU and Chatham County; NC A&T now processes a separate MOA with the county, and the MOA is done on a per employee basis.

NCSU began working on this revised document last year and has released it in recognition of NC A&T now having its own separate document and to provide clarification in certain areas that were previously unclear - in particular, authorizing counties to offer salary adjustments above and beyond those provided for by the State.

As with the earlier MOU approved by the county, the proposed MOA maintains Chatham's designation as a "locked-in" county. This status is the county's assurance that it will remain committed to its portion of salary splits between North Carolina and the county when pay adjustments are made by the state.

How does this relate to the Comprehensive Plan: The work Chatham's Extension Office consistently engages with speaks to many aspects of Plan Chatham, Chatham County's Comprehensive Plan. The preservation of rural character, and the protection and enabling of agricultural activity in the county are captured within the first two objectives noted in Plan Chatham. Furthermore, the diversification of the county's tax base, becoming more resilient, and fostering healthy communities are also specifically identified objectives within the Comprehensive Plan. From Extension's work with farmers on best practices to increase sustainable business and environmentally friendly commercial and family farming operations, the education of Chatham's youth through program offerings with 4-H, to providing beekeeping classes; NCSU's partnership with the county through its Extension office in Chatham promote many of the values and goals advanced through Plan Chatham.

Budgetary Impact: The proposed MOA represents no budgetary impact greater than what the current MOU in place with NCSU, with the exception of the proposed MOA makes it clear that the county has the ability to fund Extension employees' salaries higher than what the annual State salary adjustments. Should the county, from time to time, choose to exercise this authority, the budgetary impact will be realized in those future and subsequent fiscal years. However, the proposed MOA does not require the county to take on this additional cost.

Recommendation: Approve the NC State Extension Memorandum of Agreement between the Board of County Commissioners Chatham County and North Carolina State University.

NC STATE

EXTENSION

Memorandum of Agreement

Between
The Board of County Commissioners
Chatham County
And
North Carolina State University

Preamble

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of “extending” the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Part I.
NC State Extension will:

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).
6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.
7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.
8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.
9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.
10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.
11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.
13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.
14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

Part II.

The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.
2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

Part III.

NC State Extension and the Board of County Commissioners mutually agree:

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.
5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.
6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.
7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

- i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.
- ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.
- iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

- i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

- i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:
 1. Employer contributions to all applicable Federal and State taxes.
 2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.
 3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and
 - a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
 - b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:
 - i. All County Extension Directors and Extension Agents; and
 - ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).
2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.
4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
 Cost-of-living adjustments (COLA),
 Merit adjustments,
 Bonuses (in any form conveyed), and
 Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV.

DURATION, AMENDMENT, AND TERMINATION

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of July 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: _____ Date: _____

Chairperson or Designee Board of County Commissioners
Chatham County

Signature: _____ Date: _____

Director
North Carolina Cooperative Extension
North Carolina State University

Signature: _____ Date: _____

Dean
College of Agriculture and Life Sciences
North Carolina State University

Addendum Attached Executed _____

**Addendum to Memorandum of Agreement
Chatham County**

This addendum documents the current salary percentages provided by the County and by NCSU.

Salary Percentages for Chatham County as of October 10, 2023.

Position Title	Salary Percentage County	Salary Percentage NCSU
County Extension Director/4-H/Forestry	50	50
Agent – 4-H (vacant)	100	0
Agent – Livestock/Forages	50	50
Agent - Horticulture	50	50
Agent – Ag/Sustainable Production	50	50
Agent- FCS	66	34
Marketing/Media Support	100	0
Administrative Assistant	50	50
4-H Program Assistant	100	0

County Ag Add-On = .6

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.



Chatham County, NC

Text File

File Number: 23-5027

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: County Manager's Office

File Type: Agenda Item

Agenda Number:

Vote to approve the Letter of Support and Commitment for Central Pines Regional Council's application for funding through the US Department of Transportation's Thriving Communities Regional Pilot Program.

Introduction/Background: Central Pines Regional Council, in partnership with Piedmont Triad Regional Council and UNC's School of Government, are applying for funding under the US Department of Transportation's Thriving Communities Regional Pilot Program. Funding will allow the three organizations to provide technical assistance in Chatham, Lee, northern Moore, and Randolph counties. Additional capacity will help participating communities to respond to rapid population growth and advance large-scale transportation and community development projects both equitably and sustainably. Components of the process will include the completion of a gap analysis, and funding to support staff at Central Pines in addition to staff at various local governments - who will help shape recommended strategies and build institutional knowledge within each local government.

Discussion/Analysis: Central Pines Regional Council (CPRC), formerly Triangle J Council of Governments (TJCOG), has remained a consistent partner and advocate for Chatham County and the larger Triangle Region. As part of its advocacy, CPRC has engaged as lead in a variety of grant and program opportunities on behalf and for the benefit of Chatham County. The intent of this application seeks to work with several local governments in the region to analyze and offer capacity-building support in critical areas of service (internal and external) to meet the challenges of high growth and fast change.

The commitment being requested of the prospectively participating local governments is not monetary; but rather, organizational partnership - allowing members of key departments to participate in this work alongside the lead applicants of this program.

How does this relate to the Comprehensive Plan: As the intent of this program is to enhance capacity-building within Chatham County's local government operations, this item generally supports the overall goals of Plan Chatham. The ability of the county's operations to adapt to change and meet the challenges of growth will advance our staff's ability to consistently work toward those goals identified in the county's Comprehensive Plan.

Budgetary Impact: No budgetary impact is anticipated if the funding request were

awarded to the three lead applicants.

Recommendation: Approve the Letter of Support and Commitment for Central Pines Regional Council's application for funding through the US Department of Transportation's Thriving Communities Regional Pilot Program.



COUNTY COMMISSIONERS

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

COUNTY MANAGER: Dan LaMontagne

November 20, 2023

The Honorable Pete Buttigieg
US Department of Transportation
1200 New Jersey Avenue SE
Washington DC, 20590

Dear Secretary Buttigieg:

I am writing on behalf of Chatham County, NC, to express our enthusiastic support for lead applicant Central Pines Regional Council's grant application to the United States Department of Transportation's Thriving Communities Regional Pilot Program. We are fully committed to working with Central Pines Regional Council and the Piedmont Triad Regional Council to advance capacity building activities within our organization and our community's current and future development needs.

Our community is within one of the project's four counties that have made headlines across our state for widescale economic investments by companies including Toyota, Vinfast, and Wolfspeed that will add thousands of new jobs and large industrial facilities in the next few years. As historically rural or small micropolitan areas, these investments need to shape our future equitably and sustainably. Already, these projects are requiring our organization, and that of the municipalities within our County, to rapidly scale our internal ability to respond to growth, move large-scale transportation and community development projects ahead, and ensure responsible preservation of land through modernized ordinances and regulations.

As a result of these transformational economic development projects, the County has engaged in substantial land use planning efforts for unincorporated areas of the County anticipated to be impacted by high growth demands. The explosive growth of commercial construction around the County continues to tax our development services operations. Chatham County Central Permitting and Inspections Department, for instance, has permitted over \$250 million in the first six months of 2023 – more than any full year in Chatham County history. The County expects it will permit over \$2 billion in commercial construction in Calendar Year 2023 alone, with many of these permits supporting commercial development related to the renewable energy and semiconductor manufacturing industry clusters. As an effort to keep up with the forces of growth, the County funded 39 new positions in the current fiscal year – five of which were allocated to Permitting and Inspections.

The increased service demands are not isolated to two or three County departments; instead, the impact of growth is placing a significant burden on both internal and external services organization-wide. Additionally, and resulting from current and forecasted growth, Chatham County is actively investing and preparing to fund major capital projects and improvements – from water treatment plant and distribution system improvements to the construction of new schools and other government facilities.

The Thriving Communities Regional Pilot Program will enable our regional partners, Central Pines and Piedmont Triad Regional Council, to provide additional staffing, expertise in government finance, grant management, community planning, and facilitation between communities impacted by this growth. As Chatham County grows, so will the challenges we face. Considering its unprecedented development, the augmented capacity that can be offered to Chatham County in critical areas through the Thriving Communities Regional Pilot Program will further enhance the great work our staff is already doing and will improve our ability to serve our community in the most effective and responsible way possible.

Please, accept this letter as Chatham County's statement of support and commitment to working with Central Pines and Piedmont Triad Regional Council, as we eagerly await the outcome of the grant application and the opportunity to work together to create a more prosperous and thriving region.

Respectfully,

Karen Howard
Chatham County Commissioner, Chair
Chatham County, NC
karen.howard@chathamcountync.gov



COUNTY COMMISSIONERS

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

COUNTY MANAGER: Dan LaMontagne

:



Chatham County, NC

Text File

File Number: 23-5026

Agenda Date: 11/20/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: County Manager's Office

File Type: Agenda Item

Agenda Number:

Vote to accept the North Carolina Department of Commerce Building Reuse Grant Award for the Conveyor Tech, LLC/Project Colt and approve the Grant Agreement and supporting documents associated with the same.

Introduction & Background: The NC Department of Commerce's Building Reuse (BR) Grant provides matching funds for three different types of projects and awards are based on net new job creation. The expansion of an existing industry is one project-type that falls within the BR program.

Conveyor Tech, LLC (CTI), located at 751 Church Street in Goldston, is planning to invest approximately \$1,000,000 to replace or repair the roof on a 200,00 square foot manufacturing facility, which will allow CTI to expand its operations of printing circuit boards and surface mount technology. In so doing, CTI expects to create 20 new full-time jobs in the first year following the completion of the expansion project. These new jobs will offer an average annual wage of \$52,589 which is higher than the current county average (\$48,143).

Commerce's BR program requires that a local government apply for the grant, where, in this case and if awarded, the county would enter into an agreement with Commerce. Likewise, the county would also enter into an agreement with CTI. Chatham County will be accountable to the State for the performance of job creation along with other requirements of the grant, and Gaines Oil, through its agreement with the county, will be accountable to the county for the same. If Gaines Oil does not perform, it will be the county's responsibility to repay Commerce any portion of the grant that has already been expended. As part of the agreement, the county will have the ability to secure the funds with a Deed of Trust listing Chatham County as the beneficiary in the amount of the total grant award.

The grant amount awarded for this project is \$100,000. A local match of 5% is required of the grant. The local match can come from any source. The local match for this grant is proposed to be funded by Chatham Economic Development Corporation (Chatham EDC).

Discussion & Analysis: This grant will support the expansion of an existing Chatham County industry, and is expected to create 20 net new jobs. There is no direct cost to the county, as Chatham EDC has committed to supplying the required local match. Further, the administrative burden of the grant will not fall to the county, as Chatham EDC will be performing the reporting and other administrative requirements.

How does this relate to the Comprehensive Plan: Diversifying the county's tax base and generating more in-county jobs to reduce dependence on residential property taxes, create economic opportunities and reduce out-commuting is a stated goal of Plan Chatham. Increasing non-residential share of the tax base, increasing in-county jobs, and strengthening support for existing businesses are several identified methods to accomplish this stated goal. This project possesses elements of each of these methods.

Budgetary Impact: The grant will have no direct cost impact but will have a budgetary impact. Since the county will be the applicant, the county will also be receiving funds from Commerce and disbursing them to the industry on a reimbursement basis. Accordingly, if awarded, a budget amendment will be presented to the Board of Commissioners following the acceptance of the grant award and approval of the grant documents.

Recommendation/Motion: Accept the North Carolina Department of Commerce Building Reuse Grant Award for the Conveyor Tech, LLC/Project Colt and approve the Grant Agreement and supporting documents associated with the same.



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

November 1, 2023

Ms Karen Howard
Chair, Board of Commissioners
Chatham County
1879 White Lake Dr PMB 7250
Pittsboro, NC 27312

Re: **Building Reuse Grant Award Notification**
Contract Reference: 2024-004-3201-2587
Project Title: Conveyor Tech, LLC/Project Colt

Award Date: 10/19/2023
Award Amount: \$100,000.00
Jobs Committed: 20

Dear Chairperson Howard:

On behalf of the Rural Infrastructure Authority, and the Rural Economic Development Division, I am pleased to announce that the local government has been awarded funding under the Building Reuse Program.

In the coming days, the Rural Division will email contract documents to your attention. Once one complete set of signed contract documents is returned to the Rural Division, the local government may begin to request payments. Progress reports for the grant are due on **January 15 and July 15** for each year that the grant is open. When the company has hired and maintained the number of jobs committed for six consecutive months, the local government should submit the required documents for job verification and grant closure. Forms and instructions for payment requests, progress reports, job verification, and project closeout can be found on the Rural Division website at:
www.commerce.nc.gov/rgp.

Congratulations on this award and we extend our best wishes to you for success in bringing new job creation to rural North Carolina. We look forward to working with you on this important project. If you have any questions, please contact your program manager Hazel Edmond at hazel.edmond@commerce.nc.gov.

Sincerely,

Kenny Flowers
Assistant Secretary for Economic Development



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

November 1, 2023

Ms Karen Howard
Chair, Board of Commissioners
Chatham County
1879 White Lake Dr PMB 7250
Pittsboro, NC 27312

Re: Contract Agreement for Grant Number 2024-004-3201-2587; Your Signature and Reply is Requested
Project Title: "Conveyor Tech, LLC/Project Colt"

Dear Chairperson Howard:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official – Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@commerce.nc.gov. If you have any questions or if I can be of any assistance, please contact me at bethany.davenport@commerce.nc.gov.

Sincerely,

Bethany P. Davenport
Business & Fiscal Compliance Officer

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Chatham County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Alotech Realty, LLC** (the “Owner”) owns certain real property located at:

751 S Church St
Goldston, NC 27252

in **Chatham** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **10/19/2023** ("Effective Date") and shall terminate on **10/19/2025** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$100,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the

Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under

this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary

(including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit

hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be

utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant

Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver

includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
 - (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
 - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however,

- that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Ms Karen Howard**
Chair, Board of Commissioners
Chatham County
1879 White Lake Dr PMB 7250
Pittsboro, NC 27312

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Chatham County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 11/1/2023

**EXHIBIT A
SCOPE OF PROJECT**

Summary: The project will support the renovation of a 204,832 SF building located at 751 S Church Street in Goldston. The building was constructed in 1963. Conveyor Tech, LLC is a manufacturer of equipment in the electronics assembly industry. The company is one of two printed circuit board manufacturers in the US.

**EXHIBIT B
PAYMENT SCHEDULE****Eligible Expenditures:**

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount,
3. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
4. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

EXHIBIT C REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

EXHIBIT D JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce.
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.commerce.nc.gov/rgp>. Email completed forms and reports to rgpreports@commerce.nc.gov.

Chatham County (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Alotech Realty, LLC** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

751 S Church St
Goldston, NC 27252

in **Chatham** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$100,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **65** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **20** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental

Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

5. Term of LBC. The effective period of this LBC shall commence **10/19/2023** ("Effective Date") and shall terminate **10/19/2025** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

6. Independent Status of the Governmental Unit.

- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the

Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability

or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
 - (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.

- (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner’s expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
 - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) \$5,000 (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which

- are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
 15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
 16. Special Provisions and Conditions.
 - (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
 - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
 - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
 - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: _____

To the Owner:

Attn: _____

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2024-004-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Chatham County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$100,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

751 S Church St
Goldston, NC 27252

in **Chatham** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____ , 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____ , 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM

EXHIBIT G
2024-004-3201-2587

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Chatham County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Alotech Realty, LLC**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Chatham County** as the beneficiary in the amount of **\$100,000.00**.
- ☐ **Chatham County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **\$100,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Chatham County</u>
By (Signature):	
Printed Name:	
Title:	
Date:	



Chatham County, NC

Text File

File Number: 23-5023

Agenda Date: 11/20/2023

Version: 1

Status: Public Hearing

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Public Hearing to receive public input on the Recommended FY25-31 Capital Improvements Plan (CIP).

The Recommended FY25-31 (CIP) was presented to the Board of Commissioners on November 6, 2023.

This public input session is intended to let commissioners obtain public input on the CIP before discussing it at their work session on November 21, 2023.



2025-2031 RECOMMENDED CIP

6 NOVEMBER 2023

What is the CIP?

Capital Improvements Program/Plan

The county's long-term plan for important improvements

The beginning of the budget process

- The operating effects of the Approved CIP will inform the budget process
- The required debt service contribution will be set
- The required capital reserve contribution will be set



County's Process

County staff presents a recommended capital improvements program (CIP) on November 6; copies of the document will be available the next day in County Manager's Office and on the website

Public input is an important goal of the Board of Commissioners; the public hearing is November 20

Following public input, Commissioners will hold a work session November 21 beginning at 9:00am to review plan in detail

Staff's goal is an adopted revised plan December 18

Overall Strategy

Find the best way to schedule and fund critical needs

Be cautious with additional debt-funded projects – many long-discussed significant projects now imminent

- Construction of additional school(s)
- Shared western intake and water plant
- New County complex
- New Sheriff's Office Building

Continue a capital reserve for pay-as-you-go projects, instead of relying on an annual appropriation

Funding Strategy

Fund large, needed facilities through debt:

- School debt to be repaid from impact fees, lottery proceeds, and debt reserve
- Other debt to be repaid from 9.7 cents on tax rate going into reserve
- Debt model is based on these funding sources

Fund smaller needs through pay-go capital reserve, funded up front



Despite Funding Strategy

The economy and the weather impact construction costs.

If bids come in well over budget, the debt model and capital reserve will be impacted.

Changes from Last Year— Schools

Margaret Pollard Expansion

- Budget for this project has increased due to increases in construction costs. Additionally, due to lower than projected enrollment growth, this project has been pushed back by one year. [+332,800]

New Elementary School at Chatham Park (North Village)

- Budget for this project has increased due to increases in construction costs. Additionally, due to lower than projected enrollment growth, this project has been pushed back by one year. [+6,400,000]



Changes from Last Year— Schools

Replace Gyms at Bennett, Silk Hope, and Bonlee

- Budget for this project has increased due to increases in construction costs. Additionally, this project has been pushed back by one year. [+2,400,000]

Wastewater Replacement at Silk Hope School

- Budget for this project has increased due to increases in construction costs. The school system is investigating the feasibility of purchasing additional property to assist with system replacement. [+120,000]



Changes from Last Year— Schools

Mobile Classrooms

- No funding anticipated in FY24 so budgeted funds will shift a year and continue to FY 2029.



Changes from Last Year— Parks

Parker's Ridge Park

- Budget for this project has increased due to increased construction costs and the increased cost of materials (including furnishings and other equipment). Additionally, due to NC DOT roadwork, the scope of the project has been altered. [+\$998,115]



Changes from Last Year— Utilities

Planning Western Intake and Plant

- Budget for this project has increased due to movement out of planning phase and into physical plan construction phase.
[+73,360,556]

Water Treatment Plant (WTP) Activated Carbon and Other Efficiency Upgrades

- Budget for this project has increased due to a change in scope to include other upgrades in addition to activated carbon system. [+28,150,000]



New Projects

Schools – Install HVAC Systems at Existing Gymnasiums

- Add HVAC systems to existing gymnasiums at Chatham Middle, George Moses Horton Middle, Moncure School, JS Waters School, North Chatham Elementary, and Perry Harrison Elementary. [+\$3,085,589]

Community College – Career and Technical Education Building

- Construction of a new Career and Technical Education Building to meet the training needs for skill trade fields in the area. [+\$15 million]



New Projects cont'd...

County Buildings – New County Complex

- Construction of a new county complex to address long-term space needs for County buildings currently at the government annex campus. [+\$60 million]

Parks– Highway 15-501 and Highway 64 river access areas

- Install prefabricated vault-style flush restrooms to provide flush restroom service at location without water and sewer service. [+\$300,000]



New Projects cont'd...

County Buildings – Joint Public Safety Facility in Siler City

- Construction of a new joint public safety facility in Siler City, including space for a backup Emergency Operations Center, EMS base, and potentially law enforcement and fire protection services. [+\$7.5 million]

County Buildings – Justice Center Shell Space Buildout

- Fully finish the existing shell space in the Justice Center to allow for additional space for expanding programs/services. [+\$1.05 million]



New Projects cont'd...

County Buildings – Siler City Center for Active Living

- Renovation of the Siler City Center for Active Living to allow for continued expansion of services and activities. [+\$500,000]

County Buildings – Goldston Library

- Expansion of the Goldston Library by enlarging the children's area, adding a new dedicated children's programming space, a new staff area and restroom. [+\$600,000]



New Projects cont'd...

County Buildings – Sheriff's Office Administration Building

- Construction of a new administration building for the Sheriff's Office to meet the growing needs of the office and the community. [+\$20 million]

County Buildings – Sheriff's Office Substation (Northeast Chatham)

- Construction of a substation for the Sheriff's Office in the Northeastern portion of the County to address call volume and response times in the area. [+\$2 million]

New Projects cont'd...

Utilities – Looping Watermain on Hatley Road

- Construction of a looping watermain on Hatley Road to improve water pressure and service reliability. [+\$3,391,000]

Utilities – Looping Watermain on Renaissance Drive

- Construction of a looping watermain to provide increased service reliability and provide a secondary feed in the event of a break. [+\$1,419,000]



New Future Projects

Schools – Athletic Scoreboard Replacements

- High Schools and Middle Schools have indoor/outdoor scoreboards in need of replacement due to age and inability to purchase parts needed for repair.

Schools – Landscaping/Grading Improvements

- 15 of the 19 campuses were constructed over 25 years ago, many are in need of improvements to their landscaping and stormwater features for both aesthetic and functional reasons.



New Future Projects cont'd...

Schools – Marquee Signage at Schools Replacement

- Many of the older schools have "front of the building" signage that was put in place over 30 years ago. Replacing these with updated versions that include electronic features would aid in getting messaging out to stakeholders and address aesthetics.

Schools – Playground Equipment Updates/Replacement

- Schools with elementary grades (PreK-5) have playground equipment that needs to be updated and/or replaced due to age and inability to purchase parts needed for repairs.



New Future Projects cont'd...

Schools – Roofing Replacement/Repairs

- Various school roofs that were repaired to extend their life during the last roofing project are going to begin to need replacement. Other roofs will need repairs.

County Buildings – Libraries in Areas of High Growth

- Build a library branch in an area of the county experiencing rapid growth, location to be determined.



New Future Projects cont'd...

County Buildings – Sheriff's Office Moncure Substation

- Lease or build a new substation in the Moncure area to better serve a growing population.

Parks – Bynum Mill Access Connector Road

- Construction of a connecting road between the existing parking lot off of Bynum Road and the soon to be improved lower parking area off of Bynum Church Road.



New Future Projects cont'd...

Parks – New Paddle Access near Chicken Bridge Road

- Development of a new paddle access point near Chicken Bridge Road.

Parks – Trails- Bynum Beach to 64 Trail

- Construction of a trail extending from Bynum Beach to US 64 paddle access.



New Future Projects cont'd...

Parks – Trails- Haw River Trail Improvements at Pegg Tract (15-501 Access)

- Development of trail improvements at 15-501 Access on State-owned Pegg tract.

Parks – Trails- Pokeberry Creek Trail and Bridge

- Construction of a trail from Bynum Mill access site to Pokeberry Creek.



New Future Projects cont'd...

Parks – Trails- Trail between Highway 64 and Robeson Creek

- Construction of a trail from Highway 64 paddle access to Robeson Creek paddle access.



A Word about AAA

The county's diligent planning contributed to the bond rating:

- AAA from Standard and Poor's
- Aa1 from Moody's

These ratings mean that the county is in a very competitive position in the debt market, as demonstrated in our recent borrowing:

- Interest rate 1.740909%



Next Steps

Public hearing on November 20 (regular meeting)

Work session on November 21, 9:00 am

- If you have questions that you want addressed in depth at the work session, please email us and we will be sure to prepare it for you

Adoption at regular meeting on December 18 (depending on outcome of work session)



Chatham County, NC

Text File

File Number: 23-5011

Agenda Date: 11/20/2023

Version: 1

Status: Public Hearing

In Control: Planning

File Type: Agenda Item

A legislative public hearing requested by Catalyst Capital Partners LLC to rezone Parcels 2647 (58.03 ac) and 2646 (1 ac) from R-2 Residential to CD-MU Mixed Use for apartments with amenity building and pool and 15,000 sf commercial space located at 11785 US 15-501 N, Baldwin Township.

Action Requested:

A legislative public hearing requested by Catalyst Capital Partners LLC to rezone Parcels 2647 (58.03 ac) and 2646 (1 ac) from R-2 Residential to CD-MU Mixed Use for apartments with amenity building and pool and 15,000 sf commercial space located at 11785 US 15-501 N, Baldwin Township.

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Recommendation:



Chatham County, NC

Text File

File Number: 23-5012

Agenda Date: 11/20/2023

Version: 1

Status: Public Hearing

In Control: Planning

File Type: Agenda Item

A legislative public hearing requested by Viridian Holdings LLC to rezone a portion of Parcel 19522 (approximately 21 ac) from R-1 Residential to CD-NB Neighborhood Business for a boat and RV storage facility located at 2649 Farrington Point Rd, Williams Township.

Action Requested:

A legislative public hearing requested by Viridian Holdings LLC to rezone a portion of Parcel 19522 (approximately 21 ac) from R-1 Residential to CD-NB Neighborhood Business for a boat and RV storage facility located at 2649 Farrington Point Rd, Williams Township.

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Recommendation:



Chatham County, NC

Text File

File Number: 23-5013

Agenda Date: 11/20/2023

Version: 1

Status: Public Hearing

In Control: Planning

File Type: Agenda Item

A legislative public hearing requested by Walt Lewis to rezone Parcels 88772 (16.54 ac) and 17696 (4 ac) from R-1 Residential to CD-NB Neighborhood Business for a boat and RV storage facility located at 896 Beaver Creek Rd, New Hope Township.

Action Requested:

A legislative public hearing requested by Walt Lewis to rezone Parcels 88772 (16.54 ac) and 17696 (4 ac) from R-1 Residential to CD-NB Neighborhood Business for a boat and RV storage facility located at 896 Beaver Creek Rd, New Hope Township.

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Recommendation:



Chatham County, NC

Text File

File Number: 23-5010

Agenda Date: 11/20/2023

Version: 1

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

Vote to approve a request by Landon Lovelace, P.E. on behalf of Oak Crest Commercial, LLC for subdivision **First Plat** review and approval of **Jordan Retreat**, consisting of 33 lots on 52.17 acres, located off Jordan Dam Road (SR-1970), parcel 11433 in Haw River Township.

Action Requested:

Vote to approve a request by Landon Lovelace, P.E. on behalf of Oak Crest Commercial, LLC for subdivision First Plat review and approval of Jordan Retreat, consisting of 33 lots on 52.17 acres, located off Jordan Dam Road (SR-1970), parcel 11433 in Haw River Township.

Introduction & Background:

Zoning: R-1

Water System: Public

Sewer System: Proposed Private Wastewater Treatment Tanks

Subject to 100-year flood: None

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. This is a conservation subdivision and lot sizes and setbacks vary, but the method to calculate net density is outlined in the Subdivision Regulation, Section 5.2 C (4) (a) "During a First Plat review, the first Planning Board meeting shall include a Public Hearing to receive comment on the proposed subdivision." Item (b) states "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. If the Board recommends disapproval or approval subject to modifications, the necessary reasons or modifications will be specified in the minutes of the meeting."

Discussion & Analysis:

The request is for First Plat review and recommendation of Jordan Retreat, consisting of 33 lots on 52.17 acres, located off Jordan Dam Road, S.R. 1970. There is a cabin on the property and one of the 33 lots will be reserved for the existing cabin. As previously stated, the Planning Board has two (2) meetings to act on the proposal.

Section 7.7 of the Subdivision Regulations, Conservation Subdivision - Alternative

Standards for Development states in part “As an alternative to conventional layouts, Chatham County encourages the preservation of large, contiguous blocks of land...When a project voluntarily preserves Conservation Space in accordance with this Section, a project can increase the number of units that would be allowed on the overall property by ten (10) percent. Calculations of the density bonus shall be based on the applicable underlying land use regulations(s) dictating allowable development density. Land required to be protected under other regulatory provisions, such as riparian buffers and floodplain, are not permitted to be included in the Conservation Space calculation.” Please read the entire Section 7.7, Items A - N for a complete understanding of Conservation Subdivisions. Also, please refer to the Chatham County Conservation Subdivision Guidelines for Conservation Space Selection which is available on the Planning Department webpage under Ordinances and Regulations. A conservation subdivision requires that a minimum of 40% of the project area be retained as Conservation Space. A minimum of 80% of such Conservation Space shall be Natural Space and a maximum of 20% of the Conservation Space may be Open Space.

Density Calculations: The land required to be protected within a Conservation Subdivision under other regulatory provisions, i.e. riparian buffers and floodplain, is 15.58 acres and 13.22 acres of riparian buffers. This amount (15.58 acres) was deducted from the total acreage of 52.17 acres to arrive at the net land available consisting of 36.59 acres. Based on the net land area the lot yield would be 56 lots and without adding the 10% density bonus. The proposed project is 33 lots.

Conservation Space: Of the total project area of 52.17 acres with 38.95 acres outside of the riparian buffers, 15.58 acres are required to be in Conservation Space and the site plan indicates that 21.84 acres will be set aside. See the site plan for the breakdown and location of the Conservation Space. The developer allowed staff from the NC Natural Heritage Program to visit the proposed project prior to designing the subdivision layout. The area set aside for Conservation Space meets the requirement that 40% of the project area be retained as Conservation Space.

Natural Space: 80% of the Conservation Space is required to be Natural Space. The Conservation Space Guidelines states “Natural space is unimproved land in its naturally occurring state, or preserved to regenerate to its naturally occurring state, unaltered by human activity, and preserved to maintain or improve the natural, scenic, ecological, cultural, hydrological, or geological values of an area.” The site plan indicates this requirement will be met.

Open Space: A maximum of 20% of the Conservation Space may be Open Space, of the 38.95 acres designated as Conservation Space the site plan indicates this will be met. The ‘Guidelines’ state “Open space, as defined in the Subdivision Ordinance, allows amenities such as recreational uses and some non-intrusive common uses (e.g. when land application is not the preferred means of wastewater disposal, community septic systems are allowed in Open Space areas). Open space should be located as close to

proposed development as practicable, taking into account considerations such as public safety and soil suitability.” See Section 7.7 (D), Items 1 - 8 for allowed uses in Open Space related to Conservation Subdivisions. All land disturbing activities associated with the Conservation Subdivision are subject to the full provisions of the Soil Erosion and Sedimentation Control Ordinance, regardless of the designated use or status of a given area.

Previous Conversation Calculations: Conservation calculation prior to amending the regulations would allow the riparian buffers to be included in the overall calculations of the project. With this project 52.17 acres 40% of the conservation space would be 20.87 acres and all riparian buffers could have been included in the 20.87 acres. Under the current regulations riparian buffers will need to be subtracted from the overall acres. With this project there are 13.22 acres of riparian buffers that would be subtracted from 52.17 acres leaving 38.95 acres for the project; 40% of 39.15 acres is 15.58 acres of conservation plus the 13.22 acres of riparian buffers.

Roadways: The roads are to be built with a 20-foot-wide travel way and 60-foot-wide private right-of-way, a total of .43 miles of private right-of-way. The roads are to be privately maintained. The entrance to the development is on the US Army Corp of Engineer property. An email correspondence dated August 1, 2023, from Shannon C. Maness, Chief Ranger states, “Our Operations Project Manager will be sending a letter to document this action for future inquiries. Also just be advised that any proposed utilities, (i.e., electric, phone, cable, water, etc.) will need their own separate easement across public land, to be coordinated through our office.”

Historical: The developer corresponded with Sy Robbins with Chatham County Historical Association (CCHA). CCHA stated they looked over the reports and maps and have no comments or concerns. They request to keep a sharp lookout for burial sites and artifacts during construction activities.

Schools: Notification of the proposed development was provided to the Chatham County School System.

General Environmental Documentation: The developer submitted the General Environmental Documentation and a letter dated May 12, 2021, from North Carolina Department of Natural and Cultural Resources Natural Heritage Program (NCNHP) to Chatham County Land & Water Resources Division for review. 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. Per the NCNHP letter it states, “rare species and natural communities that have been documented within a one-mile radius of the property. The proximity of these records suggests that these natural heritage elements may potentially be present in the project area if suitable habitat exists.” Some of the element occurrences documented within one-mile radius are Checkered White,

Drey-Mesic Oak Hickory Forest, bog spicebush, buttercup phacelia, etc. NCNHP recommends contacting the US Fish and Wildlife Services (USFWS) for guidance. Taylor Burton, Watershed Specialist, reviewed and approved the information submitted.

Ownership / Management of Conservation Space: Section 7.7 (F) of the Subdivision Regulations requires that the applicant identify the current and intended future owners(s) of the Conservation Space and who will be responsible for maintaining the area / facilities. Per the Draft Conservation Management Plan the Natural Space and the Open Space will be maintained by the Homeowners Association. Section 7.7 (G) requires that a management plan for the Conservation Space be submitted to and approved by the County. A copy of the draft plan has been provided by the applicant. Per Section (G) "Upon initial approval of the management plan by the County, changes to the plan shall be allowed only when approved by the County Board of Commissioners." Section (H) requires that the Conservation Space shall be protected in perpetuity by a binding legal document that is recorded with the deed upon review and approval by the County. The applicant has provided a draft copy of the deed which will convey the Conservation Space to the third party (homeowners association) and has included a draft copy of the Declarations of Covenants and Restrictions. Prior to final plat recordation, the county attorney shall review and approve the form of the Management Plan, the Declaration of Covenants and Restrictions, and the deed for the Conservation Space.

Community Meeting: A community meeting was held in-person October 4, 2022, at Sprott Youth Center in Moncure. Approximately twenty-five people attended the meeting. Some concerns and/or comments:

- Concerns with septic fields located near the eastern property line near the Hoods property.
- Will traffic signals be installed at existing intersections?
- Will there be any contribution to the local public schools by the developer?
- Will the developer make additional contributions to schools/fire and police departments outside of what is required?
- Size of homes to be built and cost.
- Will the houses be excessively tall due to the small lot sizes?
- Why are the lots small?
- How will the tree roots not conflict with the pipes in the systems if the septic fields contain trees?
- What safety mechanisms are in place if the septic systems malfunction?
- Does the County inspect the system? If yes, how often?
- Who is responsible for maintaining the septic system?
- How large is the force main?
- Is the HOA financially responsible for the spills or malfunctions of the septic?

Technical Review Committee: The TRC met virtually on September 13, 2023, to

review the First Plat submittal and the applicant Landon Lovelace and developer Nate Byelick, were present. Mr. Lovelace provided a brief overview of the proposed project. Stating initially the plan was to create a recreational area for short visits to enjoy Jordan Lake, with the concerns from adjacent property owners they refocused and decided to develop a conservation subdivision. The following items were discussed during TRC meeting:

- Emergency Operations - Road names are approved.
- Water Dept. - they will need to have a fire flow test done to model the fire flows for this subdivision; need a copy of the utility plan, they would like some changes to make; and need the fire flow analysis and fire hydrant spacing chart. (These items are needed prior to construction plan submittal)
- Environmental Health Dept. - The developer is proposing to permit an engineered option for wastewater treatment which is an available option.
- Planning Dept. - A ail kiosk needs to be shown on the plat.

Septic: A soils report and map by Piedmont Environmental Associates, P.A. was submitted to James Tiger, R.E.H.S. Chatham County Environmental Health On-Site Wastewater Supervisor. Mr. Tiger stated that a review by Environmental Health is not required since the project will be using an EOP private option permit.

Water: Water will be public and provided by Chatham County Water Department.

Road Name: The road names Jordan Retreat Court and Poe's Ridge Court have been approved by Chatham County Emergency Operations Office as acceptable for submittal to the Board of Commissioners for approval.

Existing Conditions: There are trails and access road to the cabin lot within the 50' perimeter buffer and within the project most of the trails will remain. Parcel 93052 owned by Jonathan and Jessica Byelick has ownership to the center of the proposed 60' wide private right-of-way. When the final plat is approved, the portion of parcel 93052 that lays within the 60' wide private right-of-way will become part of the private right-of-way for the approved subdivision.

Water Features: Kim Hamlin with Sage Ecological Services, Inc. (Sage) submitted the Riparian Buffer Review Application and riparian buffer map, to Drew Blake, Watershed Protection Asst. Director and Phillips Cox, Senior Watershed Specialist for review. Sage Ecological Services previously visited the site and found the following three (3) potential ephemeral segments, three (3) potential intermittent segments, and fifteen (15) potential wetlands on the property. Mr. Blake and Mr. Cox visited the site December 16, 2022. Mr. Blake's confirmation letter dated January 23, 2023, states two (2) ephemeral stream segments, four (4) intermittent stream segments, and 15 (15) wetlands were identified. The two (2) ephemeral streams require 30-ft buffers, four (4) intermittent streams require 50-ft buffers, and the fifteen (15) wetlands require 50-ft buffers from all sides landward. Mr. Christopher Hopper with the US Army Corps of Engineers provided an email dated

February 3, 2023, that stated on November 28, 2022, and January 3, 2023, received information requesting the Wilmington District, Regulatory Division review and concur with the boundaries of an aquatic resource delineation. The email states, "the aquatic resources delineation has been verified by the Corps to be sufficiently accurate and reliable representation of the location and extent for aquatic resources within the identified review area." Permits shall be provided at construction plan submittal.

Stormwater and Erosion Control: One stormwater device is proposed. 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: Site visits were held on September 18 and September 20, 2023 and Planning Department staff and various Board members attended. Landon Lovelace, P.E., was present to walk the property with staff and Board members and discuss the project. 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, 2023.

Planning Board Discussion:

The Planning Board reviewed the request during their regular meeting on October 3, 2023. Landon Lovelace, P.E. and David Barcal, P.E. were present on behalf of the developer. Mr. Lovelace presented the project to the Board and commented that the project was originally proposed for a RV campground with recreation activities, but there was a lot of public concern. Then a conventional subdivision was considered but the owner decided on a conservation subdivision. The proposed subdivision is the first conservation subdivision to be processed under the revised conservation subdivision rules.

Six property owners near the project spoke during the public hearing.

- Ms. Anne Stomp stated that the property is flat at the top, then it falls off into a very steep ravine and most of the adjacent property owners live in that bowl which is a very sensitive area with lakes and ponds. All the stormwater will flow down off the proposed subdivision into the adjacent property owners' ponds and then into the Haw River. There are 30 homes in this area all with conventional septic systems and within the first year Ms. Stomp lived in her house she had to upgrade the septic system because the ground was saturated and it failed. There is considerable stormwater runoff from that property with just regular thunderstorms and she does not believe the proposed stormwater ponds are sufficient to capture all the stormwater and that will cause damage to our private roads. The Dam is one of the best places in the county for star gazing and bird watching and there will be light pollution from that very dense subdivision which will compromise those activities. They also have Bald Eagles that come down and when you place that much density it will be detrimental to wildlife. We also need to be mindful that this property is located within the evacuation zone for Shearon Harris nuclear powerplant and adding evacuation of 33 units all on the same road, if there is an

accident it will be a recipe for disaster.

- Ms. Eleanor Hawkins echoed Ms. Stomp's concerns.
- Mr. Travis Hebner stated his primary concern his little kids that like to fish, swim, and kayak and the people who live near Jordan Lake have done a lot to make sure the lake stays clean, and he wanted to make sure the septic systems and the stormwater runoff is not going to impact Jordan Lake.
- Mr. Owen Durso spoke on behalf of his mother Ms. Amy Durso. The proposed subdivision is not consistent with the existing residential development, the open space/conservation land management of bordering State and Federal properties nor the Chatham County Comprehensive Plan of 2017 and the Small Area Plan for Moncure, that he believes has already been approved by this Planning Board. He requested the Planning Board carefully consider and examine the stormwater runoff and lack of storm control measures in the submitted plans. Given the topology of parcel 11433 and the high levels of erosion that will ensue from the bulldozing and soil moving necessary to create a high-density subdivision, the health of the adjacent ponds (that are cared for by Hermitage and Forest Lake Estates) and surrounding wetlands are at great risk of likely becoming silt retention ponds. Dirt will enter and damage the streams that feed these ponds. These ponds drain into the Haw River. The likely damage to the ponds will be inconsistent with aquatic and plant life and potentially negatively impact the Haw River, a drinking water supply. While Chatham County's streams and wetlands have already been seriously compromised by the Vinfast site, Vinfast is unfortunately under the state's jurisdiction and no action is being taken on this company's violation of the Clear Water Act. In addition, Ms. Durso stated she wishes to raise the Board's awareness of concerns related to ecological impacts on wildlife and bird populations. This proposed conservation subdivision will divide land into smaller lots, in this case, lot sizes less than 10,000 sq ft with units of 2400-3200 sq ft, for development while setting aside certain areas for conservation. This results in the fragmentation of habitat, which negatively impacts wildlife by disrupting the movement and migration patterns of bird species, making it more challenging for them to find resources and establish breeding territories.
- Mr. Rick McHenry stated he lives near the last of 3 ponds (Forest Lake) that are located below the proposed subdivision. The area forms a bowl which drains into the Forest Lake area and ponds. The elevation of the Jordan Retreat parcel changes roughly 100 feet from Jordan Dam Rd to Forest Lake Estates in a little over 5000 feet. The parcel has ravines and gullies which channel water to the first of 3 ponds. The pictures in various documents supplied by the applicant show the steepness of the sight. The communities of Forest Lake Estates and the Hermitage have a triple threat regarding future development. Jordan Retreat is the first of three large parcels that surround us. Parcels 11267 & 11560 pose the same challenges with topography and hydrology. To examine this area and realize what will happen with future development is the goal/purpose of a 'Plan Moncure' and the UDO.
- Mr. Nelson Smith asked what year was Chatham County established? It was

established in 1771 and in all that time nobody thought this piece of ground was worthy of development.

Planning Board members discussed the following:

- Sediment runoff - Mr. Lovelace stated there are water features through this site that are all buffered, and we do have stormwater management controls shown on the plat.
- One board member stated it is a beautiful piece of property and a lot of work has gone into this project and if the property is going to develop this looks like it's the best way possible with the conservation subdivision.
- Mr. Lovelace was asked to address the concerns of the adjacent property owners presented. Mr. Lovelace went down the list of all the adjacent property owner's concerns and addressed each.
- Mr. David Barcal, P.E. explained how the community septic system functions. Mr. Barcal stated this system is ideal because it does not have any moving parts except the pump which takes the water to small pipes that are 6" below the surface and preserves large trees with very little disturbance. The county Environmental Health department will conduct inspections and the system will be operated by a private utility. There are required water samples and several inspections of the system per year. Mr. Barcal stated that this system is an engineered option which is allowable under state standards. The liability of the design is on the engineer, so it is their livelihood, and they will make sure it operates the best way possible. When installing the system, they will remove underbrush and some small trees, but the pipes are flexible and will be trenched down 6' at 2 feet apart. They try to keep the field as natural as possible. There are also root guards on the pipes to keep root out of the pipes. This type of system has been used for over 20 years and is a proven system.
- The applicant could have had over 50 lots, but chose only 33 lots with one stream crossing, and the lots are not close to an adjoining neighbor's property line.
- Encourage the applicant to look at the comments and suggestions from the Haw River Keeper because the applicant seems accommodating and wants to do their best to meet the concerns and needs of the adjacent property owners.
- Who enforces the conservation management program? HOA

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 conservation on the Future Land Use and Conservation Plan Map (Strategy 5.2). The description for conservation includes single family detached lots and attached units with overall very low density, some tourism related uses allowed. Passive recreation areas, greenway trails, and a variety of valuable natural resource areas. Conservation subdivisions are

encouraged to protect nature resources while not disrupting agricultural practices. 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 some 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 Planning Board by vote of 7-1 recommends granting approval of the road names Jordan Retreat Court and Poe's Ridge Court and granting approval of subdivision First Plat for **Jordan Retreat** with the following conditions:

1. Prior to final plat recordation, the county attorney shall review and approve the form of the Management Plan, the Declaration of Covenants and Restrictions, and the deed for the Conservation Space.
2. The county attorney shall review and approve the contract and performance guarantee prior to final plat recordation.
3. Developer shall provide Planning Dept. staff a copy of the private road agreement per Section 7.2(D)2
4. 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.