



# Chatham County, NC

## Meeting Agenda - Final

### Board of Commissioners

---

Monday, March 16, 2020

6:00 PM

Agriculture & Conference Center

---

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

#### INVOCATION and PLEDGE OF ALLEGIANCE

#### CALL TO ORDER

#### APPROVAL OF AGENDA and CONSENT AGENDA

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

[20-3432](#)

Vote on a request to approve the January 21, 2020 Work and Regular Session Minutes and the February 17, 2020 Work and Regular Session Minutes.

[20-3379](#)

Vote on a request to approve a Legislative request by the Chatham County Board of Commissioners to consider an amendment to the Chatham County Comprehensive Plan.

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

[20-3422](#)

Vote on a request to approve the 2020 Audit Contract with Martin Starnes & Associates, CPAs, PA

**Attachments:** [Martin Starnes Contract for FY 2020](#)

[Martin Starnes Engagement Letter for FY 2020](#)

[20-3423](#)

Vote on a request to approve an Interlocal Agreement between Chatham County and the City of Durham for Durham Fire Department to provide Fire and Rescue Services within the former Durham County Fire District and authorize the County Manager, Mr. Dan LaMontagne to execute the agreement

**Attachments:** [Chatham Durham Fire ILA](#)

[20-3425](#)

Vote on a request to approve the First Amendment to the Siler City Building and Fire Inspection Services Interlocal Agreement and authorize the County Manager to execute the same

**Attachments:** [Building and Fire Inspection Services Agreement - First Amendment - Siler City](#)

- [20-3428](#) Vote on a request to approve the Siler City Chatham County Water Purchase Agreement 2020 and authorize the County Manager to execute the same  
**Attachments:** [Water Purchase Agreement - Siler City and Chatham County - Feb 2020](#)
- [20-3429](#) Vote on a request to approve a contract between Charles Underwood Inc. and Chatham County to complete rehabilitation work at the Chatham County Water Treatment Plant (WTP) and authorize the County Manager to execute the agreement.  
**Attachments:** [Charles Underwood - WTP Rehab FY20](#)
- [20-3446](#) Vote on a request to adopt the proposed Radio System Upgrade Project Ordinance  
**Attachments:** [Project Ordinance Radio System Upgrade Amended 3-16-20](#)
- [20-3430](#) Vote on a request to approve a contract change order with Motorola in the amount of \$4,355,032.83 and authorize the County Manager to execute the agreement.  
**Attachments:** [Chatham County, NC Change Order 1 Final Draft](#)
- [20-3431](#) Vote on a request to approve an Amendment to the Incentive Agreement entered into by Chatham County and Mountaire Farms of North Carolina Corp., dated October 2, 2017 and authorize the County Manager to execute the agreement.  
**Attachments:** [Amendment to Incentive Agreement](#)  
[Mountaire Farms, Inc](#)
- [20-3438](#) Vote on a request to approve the Interlocal Agreement establishing terms and conditions for financial assistance to the Town of Siler City's Wastewater Treatment Plant Improvement Project and authorizing the County Manager to execute the same  
**Attachments:** [Interlocal Agreement - Siler City - Wastewater Treatment Plant Improvements -](#)
- [20-3443](#) Vote on a request to approve the Southern Health Partners Fourteenth Amendment to Agreement and authorize the County Manager to execute the agreement.  
**Attachments:** [Attachment A](#)  
[Fourteenth Amendment 3-9-2020](#)
- [20-3433](#) Vote on a request to approve ETJ appointments to the Town of Pittsboro Planning Board.
- [20-3434](#) Vote on a request to approve appointments to the Community Advisory Committee for nursing homes and adult care homes

- [20-3435](#) Vote on a request to approve Tax Releases and Refunds  
**Attachments:** [February 2020 Release and Refund Report](#)  
[February 2020 NCVTS Pending Refund Report](#)
- [20-3436](#) Vote on a request to approve Tax Department - Electronic Listing Resolution  
**Attachments:** [Electronic Listing Resolution](#)
- [20-3439](#) Vote on a Request to approve competitive bid exemption for standardization and current “sole source,” for Chatham County Sheriff’s Office driving simulator, manufactured by Drive Square, Inc.
- [20-3440](#) Vote on a Request to approve competitive bid exemption for standardization and current “sole source,” for Chatham County Sheriff’s Office narcotics camera ,Hermit Cam HD Transformer modular/multi-disguise network video surveillance system manufactured by, Crime Point Inc.
- [20-3441](#) Vote on a request to approve to award a service weapon to retiring Deputy Chris Perry
- [20-3442](#) Vote on a request to approve grant application to Office of Juvenile Justice and Delinquency Prevention 2020 Family Drug Court Program for funding to expand and enhance a Family Treatment Court for 15B Chatham County.

### **End of Consent Agenda**

### **BOARD PRIORITIES**

- [20-3447](#) Vote on a request to move all public hearings to the April 20, 2020 Board of Commissioners Meeting.

### **PUBLIC INPUT SESSION**

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

### **PUBLIC HEARINGS**

[20-3426](#)

A legislative public hearing for a request from Bold Development Group, LLC for a conditional district rezoning on Parcels 18901, 18757, 18758, 80023, 65382, 76461, 60704, 18789, 18892, 18747, 18760, 18889, 18891, and 18748 collectively "William's Corner Commercial Development", located on US 15-501 N and Lystra Rd, being approximately 118 total acres, to rezone from Conditional Use Business (CU-B1) with a Conditional Use Permit for a Planned Unit Development and R1, Residential, to Conditional District Mixed Use (CD-MU) zoning district containing retail, commercial, office, storage, and multi-family residential.

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

[20-3427](#)

A legislative public hearing for a request from Bold Development Group, LLC for a Zoning Ordinance text amendment to Section 10.12.F Exterior Boundary Setbacks for mixed use developments.

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

**CLERK'S REPORT****MANAGER'S REPORT****COMMISSIONERS' REPORTS****ADJOURNMENT**



# Chatham County, NC

## Text File

File Number: 20-3432

---

**Agenda Date:** 3/16/2020

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Minutes

**Agenda Number:**

Vote on a request to approve the January 21, 2020 Work and Regular Session Minutes and the February 17, 2020 Work and Regular Session Minutes.



# Chatham County, NC

## Text File

File Number: 20-3379

Agenda Date: 3/16/2020

Version: 3

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

Vote on a request to approve a Legislative request by the Chatham County Board of Commissioners to consider an amendment to the Chatham County Comprehensive Plan.

### Action Requested:

Vote to approve on a Legislative request by the Chatham County Board of Commissioners to consider an amendment to the Chatham County Comprehensive Plan.

### Introduction & Background:

During the November 20, 2017 Commissioners meeting, the comprehensive plan, Plan Chatham, was adopted by unanimous vote. Since adoption, there has only been one technical revision to the guiding document on January 16, 2018. A public hearing was held on this item during the January 21, 2020 Commissioners meeting and the comments that were provided are described in the Discussion & Analysis.

### Discussion & Analysis:

A revision to the language in the Utilities Section should be considered to reflect the growing needs of the County to be able to locate public service facilities where needed in the County to serve the County (Attachment A). The second bullet point of Strategy 1.2 is considered for revision without changing the intent of the Recommendation 01 and Policy 01 which it is aimed at achieving. This request is also being submitted in conjunction with a text amendment to the Zoning Ordinance to allow greater flexibility in locating government facilities in the county.

A public hearing was held on January 21, 2020 and 19 spoke on this item (please note that comments were provided during the public hearing portion of the meeting, as well as the public comment portion which was held at the end of the public hearings). There were numerous residents in attendance during the Commissioners meeting with most residing in Briar Chapel. Based on the comments provided during the hearing it appeared that many of those providing feedback thought the proposed amendments included revisions to Section 1.1 of the Utilities section, which is specific to decentralized wastewater systems and their ability to serve development nodes identified on the Future Conservation and Land Use Map. Planning staff reviewed the request and clarified that the amendment applied to the second bullet point of Section 1.2 and is intended to allow public facilities and services to be located anywhere they are needed within the county's jurisdiction. This was triggered by the county's agreement to purchase approximately 270

acres at the intersection of US 64 W and Renaissance Drive. The tract is adjacent to property currently owned by the county and includes the following facilities and services - Solid Waste & Recycling, School System Garage, Sheriff's Office Detention Center, and Animal Control.

Comments provided during the hearing and in public comment included: public service facilities could be interpreted to include privately owned service providers that serve the public; the text should be clear that it only applies to publicly owned and operated services and service facilities; and concern about unknown unintended consequences that could occur if the text is amended. There were additional comments that were specific to concerns about the future expansion of the wastewater treatment plant serving Briar Chapel, but those comments weren't related to the amendment to Section 1.2.

The current wording of the proposed amendment that was the subject of the public hearing is

"Locate new public services and public service facilities, such as governmental offices and schools, in growth areas identified on the Future Land Use and Conservation Plan, or where existing infrastructure exists and public services are needed." (Note: underlined portions are additions)

Based on comments received during the public hearing, staff is recommending the following change to the second bullet point of Section 1.2 -

"Locate new government owned, operated, and maintained public services and facilities, such as governmental offices and schools, in growth areas identified on the Future Land Use and Conservation Plan, or where adequate infrastructure exists and government owned, operated, and maintained services and facilities are needed to serve the surrounding community."

The Planning Board discussed this item during their February 4, 2020 meeting and comments included whether landfills, transfer stations, and other activities that may not be appropriate in a residential setting be permitted by right; how and whether government activities differed from similar privately operated activities; whether the change would allow municipalities the same option within the county's land use jurisdiction; and if the proposed language could be specific to Chatham County operations. Staff commented that the higher impact government uses, such as landfills, transfer stations, etc. would be subject to additional review because they're listed separately in the Table of Permitted Uses in the Zoning Ordinance. The ordinance requires that the most restrictive standard apply so those uses would be subject to a rezoning or conditional use permitting process. Discussion also included that government functions are different from privately operated uses because the county has to provide certain services where they are needed, such as recycling centers. Concern was expressed by one member that it appeared the county could be subject to a court challenge if a privately operated office use was denied in an area where a public office was constructed.

The Planning Board, by a vote of 9-1, recommends approval of the revised text amendment to the second bullet point of Strategy 1.2 of the Utilities and Public Services Plan Element to read: Locate new government owned, operated, and maintained public services and facilities, such as governmental offices and schools, in growth areas

identified on the Future Land Use and Conservation Plan, or where adequate infrastructure exists and government owned, operated, and maintained services and facilities are needed to serve the surrounding community.

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

Goal: Provide infrastructure to support desired development and support economic and environmental objectives. Specifically the Utilities and Public Services Plan Element, Strategy 1.2 Develop utilities policies, systems and services that facilitate compact development and support economic development in defined areas.

**Recommendation:**

The Planning Board, by a vote of 9-1, and planning staff recommend adoption of an ordinance amending the following strategy Plan Chatham as follows: Strategy 1.2 of the Utilities and Public Services Plan Element (second bullet point) - Locate new government owned, operated, and maintained public services and facilities, such as governmental offices and schools, in growth areas identified on the Future Land Use and Conservation Plan, or where adequate infrastructure exists and government owned, operated, and maintained services and facilities are needed to serve the surrounding community.





# Chatham County, NC

## Text File

File Number: 20-3422

---

**Agenda Date:** 3/16/2020

**Version:** 1

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

**In Control:** Finance

**File Type:** Contract

Vote on a request to approve the 2020 Audit Contract with Martin Starnes & Associates, CPAs, PA

Action Requested: Vote on a request to approve the 2020 Audit Contract with Martin Starnes & Associates, CPAs, PA

Introduction & Background: The County has its accounts audited annually by an independent certified public accountant certified by the Local Government Commission in accordance with General Statute 159-34.

Budgetary Impact: The fixed contract amount is \$77,250, with a variable rate charge of \$3,000 per major program over five programs.

Recommendation: Motion to approve the 2020 Audit Contract with Martin Starnes & Associates, CPAs, PA

The of and	Governing Board Board of Commissioners
	Primary Government Unit (or charter holder) Chatham County, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending	Audit Report Due Date
	06/30/20	10/31/20

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:     Auditor     Governmental Unit     Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b>	<b>Title:</b>	<b>Email Address:</b>
Vicki McConnell	Deputy County Manager/Finance Director	vicki.mcconnell@chathamnc.org

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

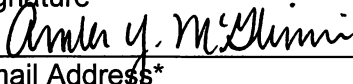
Primary Government Unit	Chatham County, NC
Audit Fee	\$ See fee section of engagement letter
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ See fee section of engagement letter
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 56,250.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 01/22/20	Email Address* amcghinnis@martinstarnes.com

**GOVERNMENTAL UNIT**

Governmental Unit* Chatham County, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Karen Howard, Chair	Signature*
Date	Email Address karen.howard@chathamnc.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
 Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Vicki McConnell, Deputy County Manager/Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* vicki.mcconnell@chathamnc.org



**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all  
required signatures prior to submission.

PRINT



## Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the  
Peer Review Committee, North Carolina Association  
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of pass.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 3, 2018

**Raleigh**  
4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619  
  
919 782 9265  
919 783 8937 FAX

**Durham**  
3500 Westgate Drive  
Suite 203  
Durham, North Carolina 27707  
  
919 354 2584  
919 489 8183 FAX

**Pittsboro**  
10 Sanford Road  
Post Office Box 1399  
Pittsboro, North Carolina 27312  
  
919 542 6000  
919 542 5764 FAX

# MARTIN STARNES

---

## & ASSOCIATES, CPAs, P.A.

*"A Professional Association of Certified Public Accountants and Management Consultants"*

January 22, 2020

Vicki McConnell, Finance Director  
Chatham County  
12 East Street  
Pittsboro, NC 27312

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Chatham County, NC, as of June 30, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise Chatham County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Chatham County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory information
- Statistical section

We will make reference to the component unit auditor's audit of the Chatham County ABC Board in our report on your financial statements.

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Chatham County's basic financial statements. Our report will be addressed to the governing body of Chatham County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

## **Audit of Major Program Compliance**

Our audit of Chatham County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

## **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information

with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Fees**

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 77,250
Financial Statement Drafting	-
Other Non-Attest Services	-
	<u>\$ 77,250</u>

#### **Additional Fees:**

Charge per major program over five (5)	<u>\$ 3,000</u>
--	-----------------

Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Chatham County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.



Following are some of the more common reasons for potential supplemental billings:

*Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

*Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

*Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

*Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

*Assistance with Financial Statement Drafting*

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

**Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We will perform the following nonattest services:

- Preparation of Data Collection Form

We will not assume management responsibilities on behalf of Chatham County. However, we will provide advice and recommendations to assist management of Chatham County in performing its responsibilities.

With respect to the nonattest services we perform as listed above, Chatham County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.  
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Chatham County by:

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



# Chatham County, NC

## Text File

File Number: 20-3423

**Agenda Date:** 3/16/2020

**Version:** 1

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

**In Control:** Fire Marshal

**File Type:** Contract

Vote on a request to approve an Interlocal Agreement between Chatham County and the City of Durham for Durham Fire Department to provide Fire and Rescue Services within the former Durham County Fire District and authorize the County Manager, Mr. Dan LaMontagne to execute the agreement

**Action Requested:** Vote on a request to approve an Interlocal Agreement between Chatham County and the City of Durham for Durham Fire Department to provide Fire and Rescue Services within the former Durham County Fire District and authorize the County Manager, Mr. Dan LaMontagne to execute the agreement

**Introduction & Background:** The fire district formerly known as Parkwood, was absorbed by Durham County Fire and Rescue July 1, 2015. The City of Durham submitted a letter in July 31, 2017 accepting the assignment of the Durham County Interlocal Agreement responsibilities for Fire and Rescue Services.

**Discussion & Analysis:** The Interlocal Agreement between Chatham County and the City of Durham will allow Durham Fire Department to continue to provide Fire and Rescue Services to the area formerly known as "Parkwood". Without this agreement response times and residential/commercial Insurance Service Office (ISO) ratings would be expected to increase

**How does this relate to the Comprehensive Plan:** To meet recommendations set forth in the Comprehensive Plan this agreement will improve emergency response. This agreement identifies what services Durham Fire Department is already providing and will continue to provide to the citizens of their fire district.

**Budgetary Impact:** An annual sum of \$350,000.00 is to be paid to the City of Durham, in monthly installments as tax revenues from the fire district are collected. These funds have been allocated in the FY20 Chatham County Budget and shall automatically renew unless the agreement is terminated.

**Recommendation:** Motion to approve an Interlocal Agreement between Chatham County and the City of Durham



COUNTY OF DURHAM  
CITY OF DURHAM

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF CHATHAM AND  
THE CITY OF DURHAM  
FOR FIRE AND RESCUE SERVICES

This Interlocal Agreement, (this "Agreement") is made and entered into this the 10/21/2019, by and between Chatham County ("the County") and the City of City of Durham ("the City"), acting by and through its Fire Department (the "Department"), pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes;

WITNESSETH

WHEREAS, the County of Durham entered into an Interlocal Agreement on June 15, 2015, with Chatham County for Durham County to provide fire protection and prevention services within the Parkwood District; and

WHEREAS, the County of Durham assigned to the City on July 31, 2017, all its rights and interests under the June 15, 2015 Interlocal Agreement, which assignment was agreed to by Chatham County; and

WHEREAS, the County desires for the City to continue to provide Fire and Rescue Services in the area shown on Appendix 1 as "Parkwood Fire District (within Chatham County)," which is attached hereto and incorporated herein by reference (the "District"); and

WHEREAS, fire and rescue resources from the City's Department can respond more quickly and/or efficiently to the District than the County's fire and rescue resources; and

WHEREAS, the Department has agreed to provide the fire and rescue services in the District as described herein for the consideration described herein;

NOW, THEREFORE, in consideration of the good and valuable consideration hereinafter set forth, the parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following words or phrases shall have the meaning ascribed to them in this paragraph:
  - (a) "Incident" means an incident to which fire or rescue vehicles are dispatched in response to a request for fire and/or rescue services.
  - (b) "Rescue" means the furnishing of services to protect persons within the District from injury or death, including, without limitation rendering first aid treatment. For purposes of this Agreement the term "Rescue" shall be defined as furnishing services in medical emergencies in accordance with the guidelines provided by the North Carolina Office of Emergency Medical Services and the Durham County Medical Director.

(c) "First Responder" means the furnishing of services in emergencies in accordance with guidelines provided by the NC Office of the State Fire Marshal.

2. This Agreement is effective beginning 10/21/2019 and running until 6/30/2020, at which time it shall automatically renew for successive terms of one (1) year beginning each July 1<sup>st</sup> and ending June 30<sup>th</sup> unless terminated as hereinafter provided. Either party may terminate this Agreement effective at the end of any fiscal year by giving the other party written notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.
3. The Department shall provide and furnish adequate fire protection services for all persons and property located within the District, and will provide the necessary equipment, personnel, and other resources as determined necessary by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office. The Department agrees to maintain at least a 9S insurance rating within the Insurance Rated portion of the District. These services will be furnished free of any charges additional to those specified in this Agreement.

In addition, the Department shall provide and furnish Rescue and Emergency Medical First Responder Services ("the Services"). In providing the Services, the Department agrees that it will provide at a minimum the necessary equipment, personnel and other resources as determined by the North Carolina Office of Emergency Medical Services and the Durham County Medical Director.

All currently serving Department Emergency Medical Technicians must have official certification on file with the Department. All Department Emergency Medical Technicians must attend and participate in a minimum of twenty-four (24) hours of Emergency Medical Technician continuing education annually and complete CPR and skills evaluations annually as prescribed by the North Carolina Office of Emergency Medical Services and the Durham County Medical Director. A roster of Department Emergency Medical Technicians and recertification documentation shall be submitted to the County by January 31<sup>st</sup> of each year. Any Emergency Medical Technician not meeting the minimum continuing education requirements and recertification requirements shall not be permitted to provide medical care on emergency medical calls for assistance.

4. The Department shall operate in compliance with all applicable State and local laws and regulations including, but not limited to, the North Carolina Fire Incident Reporting System (N.C. G. S. 58-79-45, NC Administrative Code, §.0402). By January 31<sup>st</sup> of each year, the Department shall provide the County a copy of its Annual Training Report that is submitted to the NC Firefighter's Association
5. As payment for the fire protection and Emergency Medical Responder services provided by the City under this Agreement, the County shall annually pay the City

\$350,000, paid in monthly installments as the tax revenues from the District are received by the County with payment to be made by the 15<sup>th</sup> day of the month following the month of receipt. The \$350,000 shall be increased annually by the percentage change in the CPI-U for the Durham/Chapel Hill MSA as published by the Federal Bureau of Labor Statistics. If CPI-U has decreased, no change shall be applied to the annual payment. If call volume or the character of development changes substantially, the parties may renegotiate the rate of payment to be effective at the next annual renewal date.

6. For the first year of this Agreement only, being July 1, 2019 through June 30, 2020, should the tax revenues from the District be insufficient to pay the \$350,000 fee, the County will have until March 30, 2021 to make payment in full to the City for the services rendered in the prior year of the Agreement. During this "catch up" period, the County shall also make the monthly payments for the services rendered by the City for July, 2020- June, 2021.
7. The City will provide a Certificate of Insurance detailing applicable coverages not less than self-insured retention limits of \$1 million per occurrence with excess coverage limits of \$10 million shall be applicable to claims for workers' compensation, automobile liability, general liability and public officials' liability.
8. Attached to this Agreement as Appendix 2 is a list of the certifications, reports, records, and other submittals (collectively "Submittals") that the Department is requested to make available to the County and the date each should be available. The Department agrees to make the data available on or before its due date.
9. In connection with the performance of this Agreement, the Department agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. The Department agrees to take all reasonable measures to ensure that applicants are hired, and that employees are treated during their employment, without regard to their race, religion color, sex, age, disability or national origin. Employees and applicants must however, be competent and capable of performing the requirements of the job, and this basic requirement shall be paramount.
10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.
11. NOTICES. Any notice, report, or request to be given or made by a party hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested.

**Notices to the Department:**

Fire Chief



2008 E. Club Blvd.  
Durham, North Carolina 27704

**Notices to Chatham:**

Fire Marshal  
Post Office Box 548  
Pittsboro, North Carolina 27312

13. **COMPLIANCE WITH LAWS.** In addition to the other compliance requirements set forth in this Agreement, the Department agrees to operate in substantial compliance with all laws of the United States; the State of North Carolina; including, but not limited to, the rules and regulations promulgated by the Medical Care Commission of the North Carolina Medical Board; and applicable ordinances and regulations of the County existing as of the date service is rendered, as specified herein or attached hereto; provided, however, that if any ordinance or regulation of the County hereinafter enacted causes an increase in the cost of providing the services contracted for hereunder, the County shall reimburse the City the amount of such increased cost when paid and documented by the City.
14. **SEVERABILITY.** If any provision of this Agreement, or any portion hereof, is found to be invalid, illegal, or unenforceable, under any applicable statute or rule of law, then such provision or portion thereof shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
15. **MISCELLANEOUS.**
  - (a) It is understood and agreed that the entire agreement between the parties related to subject matter of this Agreement is contained herein and that this Agreement supersedes all oral agreements, previous written agreements, and negotiations between the City and the County. The appendices attached are hereby made part of this Agreement. In case of conflict or ambiguity between the provisions of the main body of this Agreement and those of any such appendix or attachment, the provisions of the main body of this Agreement shall have priority.
  - (b) Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto. This Agreement may be amended at any time by written instruments executed by the authorized officials of both the City and the County.
  - (c) The City shall not be responsible for interruption in its Fire or Rescue system due to the forces of nature, war, manmade disasters or other such acts beyond the control of the City.
  - (d) The City Fire Chief shall appoint the personnel necessary for the execution of the City's undertakings under this Agreement. The County shall appoint

the personnel necessary for the execution of the County's undertakings under this Agreement.

- (e) This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham or the County of Chatham in the State of North Carolina.

[Execution section begins on the next page.]

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

Scott Hemm

FINANCE OFFICER

2/7/20

DATE

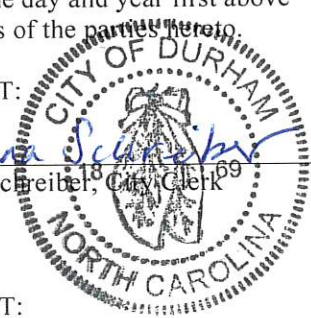
IN WITNESS WHEREOF, this Agreement executed the day and year first above written, pursuant to resolutions adopted by the governing boards of the parties hereto.

CITY OF DURHAM

By: Thomas Bonfield  
Thomas J. Bonfield, City Manager

ATTEST:

Diana Schreiber  
Diana Schreiber, City Clerk



CHATHAM COUNTY

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

ATTEST:

\_\_\_\_\_  
Lindsay K. Ray, Clerk

NORTH CAROLINA  
COUNTY OF CHATHAM

ACKNOWLEDGEMENT OF COUNTY OF CHATHAM

I, a Notary Public in and for the aforesaid County and State certify that \_\_\_\_\_ personally appeared before me this day, and Acknowledged that he is the Chatham County Manager for the County of Chatham, an N.C. political subdivision, and that by authority duly given and as the act of the County, the foregoing Interlocal Agreement with the City of Durham was signed in its corporate name by the County Manager, sealed with its corporate seal, and attested by its said Clerk.

This the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

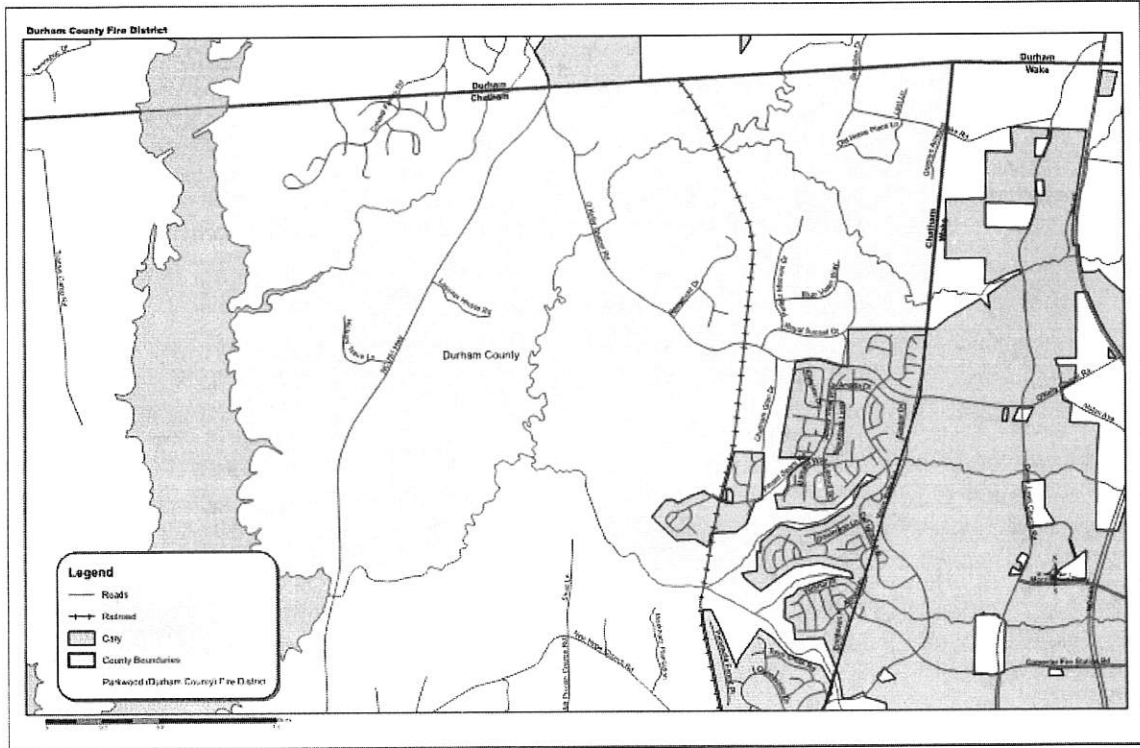
My commission expires: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**APPENDIX 1**  
**City Fire District within**  
**Chatham County**



**APPENDIX 2  
Fire Protection and  
Rescue Services  
Reporting by  
City of Durham**

Updated reports are shall be provided as follows from the City of Durham Fire Chief:

**Submittal**

**Date Provided By**

- |  |  |
|--|--|
| 1. Fire Incident Reports (NFIRS)   | July 1 <sup>st</sup> annually          |
| 2. Certificates of Insurance including:<br>a) Type of Policy<br>b) Limits of Liability<br>c) Name of all insurance companies<br>d) Policy numbers<br>e) Effective dates/Expiration dates | Upon change in listed information      |
| 3. Roster of First Responders  | January 31 <sup>st</sup> annually      |
| 4. Roster of Emergency Medical Technicians   | January 31 <sup>st</sup> annually      |
| 5. Recertification documentation (that occurred during the calendar year)  | January 31 <sup>st</sup> annually      |
| 6. Fire Department training report submitted to NC Firefighter's Association   | January 31 <sup>st</sup> annually      |
| 7. Changes to any policies or procedures which affect provision of services hereunder.   | Prior to the respective effective date |



# Chatham County, NC

## Text File

File Number: 20-3425

**Agenda Date:** 3/16/2020

**Version:** 1

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

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

**File Type:** Contract

Vote on a request to approve the First Amendment to the Siler City Building and Fire Inspection Services Interlocal Agreement and authorize the County Manager to execute the same

Action Requested: Vote on a request to approve the First Amendment to the Siler City Building and Fire Inspection Services Interlocal Agreement and authorize the County Manager to execute the same.

Introduction & Background: In January of 2019, Chatham County entered into an agreement with the Town of Siler City, whereby the County agreed to provide the Town Building and Fire Inspections Services. The initial term of this agreement was set for one year. Upon the expiration of the initial term, Chatham County requested the Town to consider amending the agreement if the Town desired Chatham County to continue providing the services outlined in the existing agreement. Siler City proposed an amendment (the first amendment to the subject agreement) to extend the term of the agreement, indefinitely. The proposed amendment has been reviewed by the County's legal counsel and was approved by the Siler City Board of Commissioners on February 17, 2020.

Discussion & Analysis:

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

Budgetary Impact: Costs are anticipated to be paid for through revenues generated through inspection fees.

Recommendation: Motion to approve the First Amendment to the Siler City Building and Fire Inspection Services Interlocal Agreement and authorize County Manager to execute the same.

NORTH CAROLINA  
CHATHAM COUNTY

**BUILDING AND FIRE INSPECTION SERVICES AGREEMENT**

**FIRST AMENDMENT**

This First Amendment to the Agreement (this "Amendment") is dated and made effective this 17<sup>th</sup> day of February, 2020, by and between Chatham County, a body politic and corporate of the State of North Carolina (the "County") and Siler City, a municipal corporation organized and existing under the laws of the State of North Carolina (the "Town").

**RECITALS**

- A. The County and the Town entered into a Building and Fire Inspections Services Agreement the 26<sup>th</sup> day of January, 2019 ("the Agreement").
- B. The County has requested that the Agreement be amended to provide that the term of the Agreement shall continue until terminated by either party.
- C. The Town 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 Town agree as follows:

- 1. Section 7 of the Agreement is rewritten to read as follows:

**Section 7. Term of Agreement, Amendment and Termination.** The term of this Agreement shall continue until terminated as provided in this Section 7. This Agreement may be amended from time to time upon the mutual consent of Town and County expressed in writing. Either party may terminate this Agreement for any reason or no reason upon sixty (60) days prior written notice to the other party. Termination shall not relieve Town of financial obligations incurred prior to termination. This Agreement supersedes any and all prior contract between the Town and County for inspection services.

- 2. Except for the amendment set forth above to rewrite Section 7, the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

**TOWN OF SILER CITY**

  
\_\_\_\_\_  
Roy Lynch, Town Manager

ATTEST:   
\_\_\_\_\_  
Jenifer K Johnson, Town Clerk

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

  
\_\_\_\_\_  
Tina Stroupe, Finance Director

**CHATHAM COUNTY**

\_\_\_\_\_  
Dan LaMontagne, County Manager

ATTEST:  
  
\_\_\_\_\_  
Lindsay Ray, County Clerk

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

\_\_\_\_\_  
Vicki McConnell, Finance Director





# Chatham County, NC

## Text File

File Number: 20-3428

**Agenda Date:** 3/16/2020

**Version:** 1

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

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

**File Type:** Contract

Vote on a request to approve the Siler City Chatham County Water Purchase Agreement 2020 and authorize the County Manager to execute the same

Action Requested: Vote on a request to approve the Siler City Chatham County Water Purchase Agreement 2020 and authorize the County Manager to execute the same.

Introduction & Background: Chatham County receives a portion of its treated water supply from the Town of Siler City and a portion of its water supply from the City of Sanford, each pursuant to separate water purchase agreements. The current water purchase agreement between the County and Sanford allows the County to purchase up to 1.5 million gallons per day (mgd) from Sanford. This agreement was entered into with the intention of the County retaining 500,000 gallons per day to serve customers within the County's distribution system, while the remaining 1mgd would be reserved for the Town of Siler City. The 1mgd reserve for Siler City recognizes the future water supply needs of the Town, owing to present and forecasted growth demands within the Town. Though the County and Town share a treated water interconnection, the current water purchase agreement between the County and the Town provides for the purchase of Siler City water by the County. The current agreement does not provide for the purchase of treated water by Siler City from the County. The proposed agreement will enable the sale and purchase of treated water to and from Chatham County and the Town of Siler City. Where possible, the proposed agreement was drafted to follow the contours of the agreement that the County has entered into with the City of Sanford. This was done with acknowledgment that any changes in the Sanford agreement, as may transpire from time to time, will have corresponding impacts on the agreement that Chatham County has with Siler City. This approach also secures equitable cost sharing between the County and Siler City in consideration of expenses associated with the agreement between Chatham County and the City of Sanford. The proposed agreement has been reviewed by the County's legal counsel and has been approved and executed by the Town of Siler City.

Discussion & Analysis: The proposed agreement aligns with several objectives of the County's Comprehensive Plan, and is anticipated to result in favorable budgetary impacts for the County's Utility Enterprise Fund.

How does this relate to the Comprehensive Plan: In agreement with Objectives 3, 4, 7, and 8 of the Chatham County Comprehensive Plan, the provision of additional treated water supply to Siler City, while maintaining the County's ability to purchase water from

Siler City:

- Increases both systems' capacity to mitigate the impacts of drought conditions and water shortage events;
- Reinforces the stated intent of holding towns as the residential and commercial centers of the County; and,
- Leverages existing infrastructure to support economic objectives, thereby fostering an environment by which the County's tax base may be more fully diversified to create greater economic opportunity and reduce out-commuting.

Budgetary Impact: The proposed agreement is anticipated to have a net positive result for the Utility Enterprise Fund's annual operating budget. Three factors established by the proposed agreement support this determination. First, the unit rate of the Siler City water purchased by the County will decrease from the current rate to match the rate presently charged by the City of Sanford. Second, with growing treated water demands from the Siler City system, Staff believes the annual volume of water purchased by Siler City from Chatham County will be greater than the annual water purchased by Chatham County from Siler City. Third, this agreement establishes a prorated share of the capacity fee presently being charged to Chatham County by the City of Sanford (1/3 of the capacity fee obligated to Chatham County, and the remaining 2/3 of the fee is the responsibility of Siler City).

Recommendation: Approve the Siler City Chatham County Water Purchase Agreement 2020 and authorize the County Manager to execute the same.

**NORTH CAROLINA**

**AGREEMENT FOR PURCHASE OF WATER**

**CHATHAM COUNTY**

**THIS AGREEMENT**, made and entered into this the 17<sup>th</sup> day of February, 2020, by and between the **TOWN OF SILER CITY**, a North Carolina municipal corporation, hereinafter referred to as "Town", and **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "County";

**WITNESSETH:**

**Whereas**, the County has the power and authority under the provisions of Chapter 153A of the General Statutes of North Carolina to construct and operate a water supply distribution system for the purpose of serving water users within the County through its distribution system as currently shown on the County's GIS System as of the date of this Agreement (the "County System") and to accomplish this purpose, the County will require a supply of treated water, and

**Whereas**, the Town has the power and authority under the provisions of Chapter 160A of the General Statutes of North Carolina to construct and operate a water supply distribution system for the purpose of serving water users within the area shown on the Town's GIS System as of the date of this Agreement in the office of the Town (the "Town Water Distribution Service Area") and to accomplish this purpose, the Town will require a supply of treated water, and

**Whereas**, the County receives a portion of its treated water supply from the Town and a portion from the City of Sanford ("Sanford") pursuant to separate water purchase agreements with the Town and Sanford; and

**Whereas**, the water purchase agreement between the County and the Town was entered into on or about the 1<sup>st</sup> day of June 2009 (the "2009 Agreement"); and

**Whereas**, the water purchase agreement between the County and Sanford was entered into on or about the 1<sup>st</sup> day of July 2017 a copy of which is attached hereto as Appendix 1 and incorporated herein by reference (the "Sanford Agreement"); and

**Whereas**, the water supply distribution systems of the County and of the Town are interconnected enabling the Town to provide treated water to the County and the County to provide treated water to the Town; and

**Whereas,** the County and Town desire to improve service during periods of drought or other water shortages and enhance continuity of service to current and future water users of both water supply distribution systems; and

**Whereas,** the Comprehensive Plan of the County seeks to facilitate economic growth and development within the incorporated areas of the County and preserve the rural nature of the unincorporated areas of the County; and

**Whereas,** the Town seeks to facilitate ongoing economic growth and development within its corporate limits and within the area of its water supply distribution system; and

**Whereas,** the County entered into the Sanford Agreement to make additional treated water available to the Town for purchase, and to assist the Town in its efforts to facilitate ongoing economic growth and development; and

**Whereas,** the County has agreed to sell the Town treated water upon terms and conditions consistent with the Sanford Agreement; and

**Whereas,** the Town has agreed to sell the County treated water upon terms and conditions consistent with the Sanford Agreement; and

**Whereas,** the County and the Town desire to revise the 2009 Agreement as hereinafter set forth;

**NOW, THEREFORE,** in consideration of the foregoing and the mutual promises herein contained, the County and the Town agree as follows:

1. Provision of water.

- a. County: Beginning March 16, 2020, the County agrees to sell to the Town under this Agreement potable water, meeting the applicable purity standards of the North Carolina Division of Health, at the existing connection point between the County and Town lines, also known as the "delivery point(s)" and the "point(s) of interconnection", located just west of the Rocky River Bridge along Hwy 64 West in Siler City, subject to any reductions or failures of pressure or supply due to main line breaks, power failures, floods, fire, and the use of water to fight fire, earthquakes and other causes beyond the County's reasonable control. The Town may sell the water to any customer located within the Town's Water Distribution Service Area.
- b. Town: Beginning March 16, 2020, the Town agrees to sell to the County under this Agreement potable water, meeting the applicable purity standards of the North Carolina Division of Health, at the existing connection points between the County and Town lines, also known as the "delivery point(s)" and the "point(s) of

interconnection”, located just west of the Rocky River Bridge along Hwy 64 West in Siler City and at the intersection of Dan Henry Siler Rd. (SR 2117) and S. Second Ave. Extension (SR 2208), subject to any reduction or failures of pressure or supply due to main line breaks, power failures, floods, fire, and the use of water to fight fire, earthquakes and other causes beyond the Town’s reasonable control. The County may sell the water to any customer located within the County and outside the Town’s Water Distribution Service Area.

- c. Both parties agree that temporary or partial failures to deliver water shall be remedied with all possible dispatch.
  - i. In the event of an extended shortage of water or should the supply of water available to the Town be otherwise diminished, the supply of Town water available to the County shall be reduced or diminished no more than is absolutely necessary to maintain a reasonable water supply in the corporate limits. In the event of a rupture in the County System, the Town may temporarily disconnect the County at the point of delivery until the rupture has been repaired. The Town shall inform the County of any event occurring on the Town’s System which will result in significant changes in the flow or pressure of water available to the County.
  - ii. In the event of an extended shortage of water or should the supply of water available to the County be otherwise diminished, the supply of County water available to the Town shall be reduced or diminished no more than is absolutely necessary to maintain a reasonable water supply in the County’s System. In the event of a rupture in the Town’s System, the County may temporarily disconnect the Town at the point of delivery until the rupture has been repaired. The County shall inform the Town of any event occurring on the County System which will result in significant changes in the flow or pressure of water available to the Town.

2. Term. The initial term of this Agreement shall commence on the 16th day of March, 2020 and end on the 1<sup>st</sup> day of July 2024, provided, however, this Agreement shall automatically renew for additional five (5) year term, unless one party provides written notice of termination to the other party at least 365 days prior to the end of the initial term or the then current term.

3. Location.

- a. County shall provide water via a supply line at a connection point located at just west of the Rocky River Bridge along Hwy 64 West in Siler City, through the existing line currently providing water to Town.

- b. Town shall provide water via supply lines at connection points located at just west of the Rocky River Bridge along Hwy 64 West in Siler City and at the intersection of Dan Henry Siler Rd. (SR 2117) and S. Second Ave. Extension (SR 2208), through the existing lines currently providing water to County.

4. Rates, Charges, and Fees.

- a. Unit Rate: The County shall pay the Town, and the Town shall pay the County, for water sold under this Agreement at a rate equal to the City of Sanford wholesale rate – (Utility Base Model) as developed and updated by Raftelis Financial Consultants; the current rate being \$1.584 per 1,000 gallons for all water delivered through the points of interconnection (the “Unit Rate”). Pursuant to the Sanford Agreement, the current 1,000 gallon rate shall be evaluated and updated every two (2) years, after January 1, 2018. The County shall provide written notice to the Town of any proposed change in the Unit Rate amendment(s) no later than 150 days prior to the beginning of the fiscal year (July 1) for which said rate amendment(s) are proposed to go into effect. The Unit Rate shall be billed in arrears on a monthly basis. The County shall pay the Town, and the Town shall pay the County, in full no later than fifteen (15) days after receipt of the bill or the due date noted on the bill, whichever is later. Both parties shall be subject to a late payment penalty of 1% per month on unpaid balance in the event any payments are not made in a timely fashion.
- b. Capital Charge: The County and the Town agree that a Capital Charge or Rate should be established for the purpose of making such replacements, repairs, and upgrades to various portions of each party’s respective water system, including, but not limited to, pumps, pipes and valves, used for the delivery of water pursuant to this agreement. The Capital Rate shall be in addition to the Unit Rate. The Capital Rate is hereby set at \$1.05 per 1,000 gallons for water delivered through the point(s) of interconnection. The Capital Charge may be amended at any time upon mutual written agreement of the parties. The Capital Rate shall be billed and collected in the same manner as the Unit Rate.
- c. Capacity Fee: The County is obligated to pay an annual reserve capacity fee under the Sanford Agreement currently in the amount of \$164,035. The Town has agreed to pay a two-thirds (2/3) prorated share of that fee in keeping with the Sanford Agreement, and therefore agrees to pay the County annually the amount of \$109,357 to reserve capacity for the Town (“Capacity Fee”). The Capacity Fee shall be adjusted from time to time based on changes in the capacity fee under the Sanford Agreement. The Capacity Fee shall be billed prospectively in equal quarterly payments of \$27,339.25 beginning January 1, 2020 and shall be due fifteen (15) days after billing.

5. Maximum Monthly Allocation.

- a. The County shall sell the Town any amount up to a maximum monthly average of one million (1,000,000) gallons per day (1 mgd).
- b. The Town shall sell the County any amount up to a maximum monthly average of seventy thousand (70,000) gallons per day (0.07 mgd).
- c. Either party may withhold, reduce, or suspend the supply of water available to the other party in the event of emergencies, water shortages, equipment problems, or other events or conditions constituting an Event of Force Majeure as provided in Paragraph 16.

6. Overages.

- a. It will be deemed that the County has exceeded the maximum monthly average when the meter(s) for the County indicates usage over the monthly average of seventy thousand (70,000) gallons per day (0.07 mgd), without prior approval from or negotiation with the Town. When the maximum is exceeded, the County shall pay 125% of the Unit Rate for all gallons above the reserved volume of seventy thousand (70,000) gallons per day (0.07 mgd).
- b. It will be deemed that the Town has exceeded the maximum monthly average when the meter(s) for the Town indicates usage over the monthly average of one million (1,000,000) gallons per day (1 mgd), without prior approval from or negotiation with the County. When the maximum is exceeded, Town shall pay 125% of the rate for all gallons above the reserved volume of one million (1,000,000) gallons per day (1 mgd).

7. Floating re-opener. In the event either the County or the Town desires to increase its maximum monthly average allocation, the County or the Town may request the same in writing and renegotiate the terms of this Agreement as mutually acceptable to both parties. However, neither party is under any obligation to increase the maximum monthly allocation of water provided, pursuant to this Agreement.

8. Meter maintenance. The County and the Town shall each operate and maintain, at their respective expense, all necessary metering equipment at the points of delivery to measure the water delivered to the other party, and upon the written request of the County or the Town, the other party agrees to calibrate the metering equipment one time in each consecutive twelve (12) month period. If such calibration does not register an error of more than two percent (2%) above or below the test reading, the meter shall be deemed to be accurate. If the meter registers an error of more than two percent (2%) above or below the test reading, the respective bill shall be adjusted accordingly for the previous month only. If the meter shall fail to register during any monthly period, then the amount of water delivered during such period shall be deemed to be the average

monthly quantity delivered during the preceding twelve (12) months, or the minimum monthly quantity specified above, whichever is greater.

9. Annexation. In the event of subsequent annexations by the Town of any areas served by the County System, the Town shall purchase those portions of the County System within the annexed areas upon the following terms and conditions:

- a. In the event the Town shall annex an area with County transmission or distribution lines therein, the Town shall purchase such mains, valves, and equipment (collectively the "Facilities") actually located within the annexed area and all such property shall be conveyed in its then current condition, without any warranties or representation as to condition, to the Town upon payment to the County of the current fair market value of the Facilities as determined by the mutual agreement of the parties. The account of any County customer in the annexed area shall be transferred to the Town along with any deposit or record pertaining to that portion of the County System, including as built drawings, and payment and usage records, but excluding any receivables attributable thereto.
- b. The Town shall assume maintenance of that portion of the County Water System annexed upon the effective date of purchase.

10. Water conservation ordinance. The County agrees to adopt a water conservation ordinance substantially in the form of the Town's current Ordinance (a copy which is attached as Exhibit B). The County shall enforce said ordinance on all County water customers who are served with water provided by the Town. The County shall enforce the ordinance according to the various stages as enacted by the Town's Board of Commissioners.

11. Default. Any one or more of the following events shall constitute an event of default under this Agreement.

- a. The failure of either party to make payment of any amount due hereunder, which failure shall have continued for a period of fifteen (15) days after receipt of written notice from the other party that timely payment has not been made as required by this Agreement.
- b. Except in Force Majeure situations, the failure of either party to perform any of its obligations under this Agreement (except the failure to make a payment as required in subsection a. above), if such failure continues for a period of thirty (30) days after receipt by the defaulting party of written notice of such failure (the "Default Notice"). Provided, however, it shall not be considered an event of default if the default is of a nature that cannot be cured within thirty (30) days and the defaulting party has commenced action reasonably designed to cure the default within the thirty (30) day notice period; provided, further, the default shall



be cured within sixty (60) days of the date the Default Notice was received by the defaulting party.

- c. Upon the occurrence of any one or more of the above events of default, or at any time thereafter, unless the default has been cured, the non-defaulting party may, at its option, give the defaulting party written notice of the non-defaulting party's election to terminate this Agreement upon a date specified in such mailing or other notice. On the date specified in the notice this Agreement shall terminate as fully and with like effect as if the entire term of this Agreement had expired; provided, however, that the defaulting party shall continue to be liable to the non-defaulting party as hereinafter provided.
  - d. Upon any termination of this Agreement pursuant to this Paragraph 11 or at any time thereafter, the non-defaulting party may exercise and pursue any and all rights and remedies such party shall have at law or in equity, including, without limitation, specific performance and the recovery of monetary damages from the defaulting party. In addition, at its option, upon the occurrence of any one or more of the above events of default, the non-defaulting party may exercise its legal and equitable rights against the defaulting party without first having terminated this Agreement.
12. Regulations. Both the County's and the Town's obligations hereunder shall be subject to such restrictions, limitations and prohibitions, as may be applicable, as a result of contracts or agreements with, or lawful rules and regulations promulgated by, any State or Federal Department or Agency having jurisdiction over the County or Town, and their operations of their respective water systems.
13. Governing Law. This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
14. Prohibition on assignment. Neither party shall sell, assign or transfer this Agreement, or any part thereof, without the express written consent of the other party, which consent may be withheld in a party's sole discretion.
15. Amendments. The provisions of this Agreement may be amended at any time upon mutual written agreement of the parties.
16. Force Majeure. It shall not be considered a breach of this Agreement and neither the County nor the Town shall be responsible for any inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. An Event of "Force Majeure" is defined as any event arising from causes beyond the reasonable control of the County or the Town, including but not limited to

fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to serve beyond the reasonable control of either party; provided, however, in order to avail itself of this provision, the party experiencing a force majeure event must take reasonable actions to remedy the consequences of the force majeure event. Temporary or partial failures to deliver water shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

17. Limitation of Liability. Neither party shall be liable for any condition, quality, purity, impurity, nor contamination of the water provided to the other party beyond the connection point, and after it enters into the other party's system. Each party shall take steps to ensure that the consumer receives potable water, but liability shall be limited and transferred to the other party once the water passes from one party's system to the other party's system. No party hereto shall be liable under this Agreement to any third party and each shall indemnify and hold harmless the other against any and all claims brought by third parties in their respective jurisdictions. Neither party shall be liable for water system failures of the other party.
18. No Third Party Beneficiaries. There are no Third Party Beneficiaries to this Water Purchase Agreement. The provisions of this Water Purchase Agreement shall not impart rights enforceable by any person, entity, or organization not a party to this Water Purchase Agreement.
19. Dispute Resolution. In the event of any dispute between the County and the Town hereunder, the County Manager or his/her designee on the behalf of the County, and the Town Manager or her/his designee on behalf of the Town, shall meet and attempt to resolve such dispute. If the parties are unable to resolve such dispute following the meeting of the managers or their designee, either party may by notice to the other, require the parties to submit their dispute to mediation by a mediator jointly selected by the parties. If the parties are unable to agree upon a mediator, or if the parties are unable to resolve such dispute by mediation, the parties agree that any dispute with respect to this Agreement shall be submitted to binding arbitration, under the terms which the parties shall jointly select an arbitrator and agree upon the procedures for the arbitration, and abide by the decision of such arbitrator with respect to any interpretation of this Agreement or any other matter in dispute with regard to the subject matter of this Agreement.

In the event the parties are unable to agree upon an arbitrator, each party shall select an arbitrator with knowledge and experience in public water systems, and the two (2) arbitrators thus selected shall select a third arbitrator with such knowledge and experience and the decision of a majority of the arbitrators shall be binding upon the parties with respect to their interpretation of this Agreement or any other dispute with regard to the subject matter of this Agreement. In the event the parties are unable to agree upon the procedure for the arbitration, the parties shall follow the Revised Uniform

Arbitration Act as set for in Article 45C of the North Carolina General Statutes. The cost of the arbitration shall be borne equally by the parties, except that the arbitrator(s) may award the prevailing party its cost and reasonable attorneys' fees in the event that the arbitrator(s) determines that the other party commenced or pursued the arbitration in bad faith or without just cause. Any arbitrator(s) selected shall make written findings upon which the arbitrator's decision is based and such decision shall be final and binding upon the parties and shall be enforceable between them in any subsequent legal action or proceeding. The parties agree that the decision rendered by the arbitrator(s) may be entered as a judgment in the Superior Court of Chatham County, North Carolina, or any other state or federal court having jurisdiction, with the same force and effect as any other judgment.

20. Notices. All notices hereunder shall be in writing and shall be deemed given and received when delivered in person, on the next business day following the date when placed in the custody of a recognized national courier service, mailed for next business day delivery, or three (3) days after deposit with the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

<u>County</u>	<u>Town</u>
County Manager	Town Manager
P.O. Box 1809	P.O. Box 769
Pittsboro, N.C. 27312	Siler City, N.C. 27344
919-542-8200	919-742-2323

21. Existing Agreements. This Agreement supersedes and replaces the 2009 Agreement between the parties. Other existing agreements, if any, between the Parties that are not related to the subject matter of this Water Purchase Agreement shall not be altered or affected by this Water Purchase Agreement.
22. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the parties with respect to the matters contained herein are merged in this Agreement. This Agreement may not be changed orally, but only by a written document signed by both parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided the assignment has been approved by both parties. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina. The headings contained in this Agreement are solely for the convenience of the parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been

prepared by the joint efforts of the parties and shall not be construed against one party or the other as a result of preparation, substitution, submission, or other even of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the parties hereto may execute this Agreement by signing any such counterpart.

**IN WITNESS WHEREOF**, the Chatham County has caused this instrument to be executed by the Chairman of its County Board of Commissioners, attested by its County Clerk and its seal affixed, by authority of its governing board, first duly given and the Town of Siler City has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given, the date first above written.

[SIGNATURE PAGE FOLLOWS]

**CHATHAM COUNTY**

\_\_\_\_\_  
Dan LaMontagne, County Manager

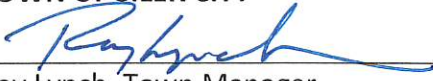
ATTEST:

\_\_\_\_\_  
Lindsay Ray, County Clerk

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

\_\_\_\_\_  
Vicki McConnell, Finance Director

**TOWN OF SILER CITY**

  
\_\_\_\_\_  
Roy Lynch, Town Manager

ATTEST:

  
\_\_\_\_\_  
Jenifer K Johnson, Town Clerk

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

  
\_\_\_\_\_  
Tina Stroupe, Finance Director





# Chatham County, NC

## Text File

File Number: 20-3429

**Agenda Date:** 3/16/2020

**Version:** 1

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

**In Control:** Public Works

**File Type:** Contract

Vote on a request to approve a contract between Charles Underwood Inc. and Chatham County to complete rehabilitation work at the Chatham County Water Treatment Plant (WTP) and authorize the County Manager to execute the agreement.

Action Requested: Vote on request to award the rehabilitation of the Chatham County WTP filter effluent vault, the vault meter and backflow valve and the flash mixer to the lowest bidder and approve the County Manager to sign the contract on behalf of the Board of Commissioners (BOC).

Introduction & Background: The Chatham County WTP has been in operation for 25 years. There are still functioning parts of the plant that are original and have far exceeded their life expectancy. Replacement parts are becoming obsolete and need to be upgraded. This rehabilitation work will allow the plant to function more efficiently and cause less downtime when future repairs need to be made.

Discussion & Analysis: Having a contractor perform all this rehabilitation work will allow our plant operators to more efficiently and more effectively treat water from Jordan Lake providing drinking water that meets and exceeds NCDEQ's standards. It will also provide vaults that are safer for County employees to access when maintenance is required while addressing improvements recommended during the plant's last annual state inspection. Three contractors provided quotes for this work: **A.C. Schultes (\$126,295 without requested venturi meter, did not quote new venturi meter), Carolina Civilworks Inc. (\$250,887 without requested venturi meter / \$266,387 with new venturi meter), Charles Underwood Inc. (\$120,570 without requested venturi meter, \$127,070 with new venturi meter).**

How does this relate to the Comprehensive Plan: Natural Resources, Resiliency and Utilities/Public Services.

Budgetary Impact: Approved in the current operating budget

Recommendation: Vote on a Request to award the rehabilitation of the Chatham County WTP filter effluent vault, the vault meter and backflow valve and the flash mixer to Charles Underwood Inc. in the amount of **\$127,070 (includes new venturi flow meter)** and

approve the County Manager to sign the contract on behalf of the Board of Commissioners (BOC).

**NORTH CAROLINA  
CHATHAM COUNTY**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement")**, made and entered into by and between Chatham County ("County"), and **Charles R. Underwood, Inc.** ("Contractor"), for rehab of actuators, flash mixer, and raw water meter vault.

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

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

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

1. Term of Agreement: The term of this Agreement shall commence on **March 1, 2020** and end on **May 1, 2020** unless terminated as hereinafter set forth.
2. Scope of Service: The Contractor shall provide to the County the goods and/or services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. Compensation: As compensation for the Services to be provided by Contractor, the County shall pay the Contractor the sum of \$127,070.00, payable within thirty (30) days of the completion date.
4. Insurance: Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Worker's Compensation</u>	<u>Automobile Liability</u>	<u>General /Professional Liability</u>
Statutory Limits	\$250,000 bodily injury per person \$100,000 property damage	\$100,000 bodily injury per person \$500,000 bodily injury per occurrence \$100,000 property damage

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

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

6. Intellectual Property owned by Contractor: This Agreement is subject to the North Carolina public records law, and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152. Contractor should consult legal counsel before signing this document if Contractor is unsure of its intellectual property status under these statutes.



7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

9. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County  
Attn: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina 27312  
919-542-8200

Charles R. Underwood, Inc.  
Attn: Zach C. Hinnant, P.E.  
2000 Boone Trail Road  
Sanford, North Carolina 27330  
919-775-2463

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.

11. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

13. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

15. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
  - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
  - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance and with all laws.
  - (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
  - (d) Failure to maintain the insurance required by this Agreement.
  - (e) Charging rates or fees in excess of those permitted under in this Agreement.
  - (f) Inefficient, or unsafe practices in providing Services.
  - (g) The material breach of any provision of this Agreement.

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

16. **Annual Appropriations and Funding:** This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. **Indemnity:** Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

18. **County Policy:** The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

19. **State and Federal Requirements; County Terms and Conditions:** By signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein made an integral part of this Agreement and may be found at the County's web site: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request

20. **Controlling Document:** In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

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

**Chatham County:**

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

**Contractor**

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

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

## APPENDIX 1

### SCOPE OF SERVICES:

#### Filter Effluent Vault

##### Actuators and Air Lines

- Provide all labor, equipment, and materials to complete the following:
  - Perform confined space entry, with proper rescue equipment, forced air ventilation, and air quality monitor.
    - All personnel shall be adequately trained in confined space rescue per OSHA 1910.146
- Demo existing air line for actuators
  - 1" carbon steel airline to the union located just outside the structure
  - ¼" Rubber line leading to actuators
  - All pipe supports and stands
- Demo existing Flowserve Automax actuators, and butterfly valves
  - Provide temporary pipe supports to alleviate undue strain on header piping
- Provide and install new stainless steel 1" airline, fittings and isolation valves
  - all airline shall be properly supported using stainless steel uni-strut and pipe clamps anchored to structure with ¼" expandable wedge anchors
- Provide and Install new Kinetrol valve actuators and butterfly valves
- Provide and install ¼" air supply line, valves and fittings to each actuator using HDPE hose
  - All connections shall be terminated with the use of compression fittings
  - Support all supply lines with adequate strain relief and free from entanglement
- Introduce air to system, test for leaks, and ensure proper valve operation

##### Scour line Dresser Couplings

- Provide and install temporary pipe supports to 6" scour line header.
- Remove existing dresser couplings on header pipe and branch under butterfly valves
  - All dresser couplings shall be removed with grinder splitting the coupling in half.
  - All header piping will be left intact during demolition
- Provide and install stainless steel split Romac coupling or equal on 6" header line.
- Provide and install stainless steel split Romac couplings or equal on 4" branch lines
  - Coupling shall be Romac Armor Seal
- Provide new stainless-steel pipe supports
  - Pipe supports shall be hangers with threaded rod anchored into ceiling
- Re-introduce air to line and test for leaks

##### Main Valve Actuator Stems

- Remove existing actuators and stems
- Perform confined space entry into valvepit
  - Chatham county water shall be responsible for draining basin and maintaining plant operation while work is beingperformed
- Demo existing carbon steel stem extension, and operator
- Install new stainless-steel stem extension
  - Stem extension shall be fabricated out of minimum 2" stainless steel schedule 40

pipe with intermediate coupling

- Valve end of extension shall be fabricated and machined to fit Dezurik 12" butterfly valve operating shaft with torque key
- Actuator end of stem shall be fabricated and machined with spur gear welded or keyed into stem.
- Assemble stem and fasten to valve
- Re-install actuator
- Actuate and adjust valve limits to ensure proper operation.

### **Air Line Seal Offs**

- Provide and install split seals around lines penetrating the floor to prevent chlorine gas entering the valve vault.
  - Split seals shall be fabricated out of stainless steel
  - ¼" gasket material will be shall be adhered to the back of creating a seal around the pipe, and floor
  - Seals shall be anchored to the floor with ¼" wedge anchors with excess anchors trimmed to alleviate trip hazard.

### **Exhaust Fan & Louver**

- Provide and install new exhaust fan and actuated louver in existing openings.
- Fan and louver shall operate on a timer for 10 minutes every hour to vent the vault

### **Conditions:**

- 1.) Chatham Co Water responsible for pumping out pit (or majority of) before CRU begins work.
- 2.) Price above does not include the replacement of pipe outside the vault
- 3.) Price does not include any modifications to any mechanical or electrical equipment unless specified.
- 4.) Price does not include applicable sales tax

### **SCOPE OF SERVICES:**

#### **Flash Mixer**

- Remove existing submersible flash mixer and nozzle assembly.
  - Chatham County to close influent isolation valve and drain flash mixer chamber.
  - WTP will need to be shut down.
- Form and pour concrete equipment pad for mounting of new mixer.
- Core existing concrete slab for shaft penetration.
- Provide and install new shaft driven agitator mixer:
  - Chemineer 2 stage agitator.
    - SS shaft and impellers.
    - Inverter duty TEFC motor
    - Gear reducer.
- Wire and conduit as required for electrical tie in.
- Adjust, startup and commission new flash mixer. Total

### **Conditions:**

- 1.) Price is based on working daytime hours.

- 2.) Chatham County to drain flash mix chamber.
- 3.) Freight will be invoiced at cost + 10%.

**SCOPE OF SERVICES:**

**Raw Water Flow Meter Vault Improvements**

Remove existing venturi meter, butterfly valve, and actuator.

- Chatham County to close influent isolation valve and drain flash mixer chamber.
- WTP will need to be shut down.
- Provide and install the following new components inside vault:
  - ABB mag meter.
  - Butterfly valve with Auma Actuator
  - DI spool to make up for dimensional differences.
- Wire and conduit as required for electrical tie in.
- Vacuum excavate outside vault.
- Remove and replace 8" outlet pipe with new DI pipe and sleeve.
- Adjust, startup and commission new valve and mag meter. Total

Alternate

To provide a new venturi meter in lieu of mag meter, add \$6,500.00.

**Conditions:**

- 1.) Existing Rosemont unit to be reused.
- 2.) Estimated downtime for install is 3 days.
- 3.) Price is based on working daytime hours.
- 4.) Chatham County to close all existing isolation valves as required and drain flash mix chamber.
- 5.) Freight will be invoiced at cost + 10%.
- 6.) CRU has estimated 2 days of vacuum excavation – any savings will be credited to Chatham County.

**TOTAL COSTS:** \$127,070.00, inclusive of reimbursables

**COMPLETION DATE:** May 1, 2020



# Chatham County, NC

## Text File

File Number: 20-3446

---

**Agenda Date:** 3/16/2020

**Version:** 1

**Status:** Agenda Ready

**In Control:** Finance

**File Type:** Ordinance

**Agenda Number:**

Vote on a request to adopt the proposed Radio System Upgrade Project Ordinance

Action Requested: Motion to adopt the proposed Radio System Upgrade Project Ordinance

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

Discussion & Analysis: Attached is a proposed amended project ordinance for the Radio System Upgrade Project. The project ordinance reflects the proposed change order to the Motorola contract in the amount of \$4,355,032.83.

Budgetary Impact: The budget for the Radio System Upgrade Project totals \$21,654,844 and will be funded from a mix of 911 grant funds and debt issuance.

Recommendation: Motion to adopt the proposed Radio System Upgrade Project Ordinance

**Project Ordinance Concerning the  
Radio System Upgrade**

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

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

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

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

Design & Administration	\$2,243,811
Construction	4,888,219
Equipment	13,957,814
Other Contracted Services	165,000
Contingency	<u>400,000</u>
Total Expenditures:	\$21,654,844

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

Enhanced 911 Funds	3,418,509
Limited Obligation Bonds	<u>18,236,335</u>
Total Revenues:	\$21,654,844

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

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

ADOPTED, this 16<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Karen Howard, Chairman  
Chatham County Board of Commissioners

ATTEST:

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



# Chatham County, NC

## Text File

File Number: 20-3430

---

**Agenda Date:** 3/16/2020

**Version:** 2

**Status:** Agenda Ready

**In Control:** Emergency Operations

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to approve a contract change order with Motorola in the amount of \$4,355,032.83 and authorize the County Manager to execute the agreement.

Action Requested: Vote on a request to approve a contract change order with Motorola in the amount of \$4,355,032.83 and authorize the County Manager to execute the agreement.

Introduction & Background: This is part of the approved CIP project for the county-wide Motorola P25 radio system upgrade. The current radio system has reached end-of-life and is no longer viable for our current needs or the future growth of the county.

Discussion & Analysis: The county radio system will be upgraded to the Motorola P25 700/800 MHz system in collaboration with the North Carolina Voice Interoperability Plan for Emergency Responders (VIPER) system. This change order reflects needed system design and equipment changes.

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

Budgetary Impact: \$4,355,032.83

Recommendation: Approve the County Manager to execute the agreement.



**Change Order No.** 1  
**Date:** 02/19/2020  
**Project Name:** Chatham County P25 Project  
**Customer Name:** Chatham County, NC  
**Customer Project Mgr:** Mike Reitz

**The purpose of this Change Order is to:** *(highlight the key reasons for this Change Order)*

Make changes to the subscribers, equipment, and civil work to the Chatham County P25 Project. Please see page 2 for a more detailed review the changes.

**Contract #** 231427 **Contract Date:** June 20<sup>th</sup>, 2019

In accordance with the terms and conditions of the contract identified above between Chatham County, NC and Motorola Solutions, Inc., the following changes are approved:

### Contract Price Adjustments

Original Contract Value:	\$15,760,254
Previous Change Order amounts for Change Order numbers 0 through 0	\$ 0.00
This Change Order:	\$ 4,355,032.83
New Contract Value:	\$ 20,115,286.83

### Completion Date Adjustments

Original Completion Date:	07/30/2021
Current Completion Date prior to this Change Order:	07/30/2021
New Completion Date:	03/07/2022

**Changes in Equipment:** *(additions, deletions or modifications)* **Include attachments if needed**

The following changes to the subscribers equipment list (Please see the attached updated subscriber list):

- ❖ Add (12) APX6000
- ❖ Add(40) APX8000 with the following: AES encryption, RSM, All Band
- ❖ Add (36) APX8000 with AES encryption
- ❖ Add AES encryption to the non rugged APX8000s that are included in the project.
- ❖ For the (145) APX8500, remove the del VHF option and make them All Band
- ❖ Add (12) APX8500s with the All Band option
- ❖ For the (8) existing APX8500 add AES encryption and multikey
- ❖ Add (5) APX6000 with AES encryption
- ❖ Add (17) APX6000 with the AES encryption
- ❖ Add (6) APX6500, (1) APX6500 will be a control station.
- ❖ Add (13) APX6500, dash mount and no encryption
- ❖ Add (110) APX1500, dash mount for school buses
- ❖ Add (14) APX9000
- ❖ Add (10) gang chargers for APX6000 & APX8000
- ❖ Add (4) GTR8000 with antenna & line
- ❖ Add (3) SCR Repeaters

The following equipment changes are being made for the Goldston Fire Dept & New EOC locations. These green sites are replacing (2) Co-location sites (Goldston & Wile Rd). Due to this change, the following additions/deletions are part of the change order:

- ❖ Add (1) 350' Self Supporting Tower to the Goldston Fire Dept (Replacing Goldston Colo Site)
- ❖ Add (1) 350' Self Supporting Tower to the New EOC (Replacing the Wile Rd Colo site)
- ❖ Add (1) 12 X 24 shelter with an 80kW Cummins generator at Goldston Fire Dept
- ❖ Add (1) 12 X 24 shelter with an 80kW Cummins generator at the New EOC .
- ❖ Remove (1) 12 X 10 with a 35kW generator from the Goldston Colo Site (Replaced by the Goldston Fire Dept)
- ❖ Remove (1) 12 X 10 with 35kW generator from Wile Rd (Replaced by New EOC Green Site)

The following microwave equipment is the changes to the microwave equipment list:

- ❖ Adding (2) MPLS nodes
  - (1) at the New EOC
  - (1) at Goldston Fire Dept
- ❖ Changing (8) Generators from Generac to Cummins models

**Changes in Services:** *(additions, deletions or modifications)* **Include attachments if needed**

The following changes are being made to the services:

- ❖ Additional programming for the radios that are being added to scope of the project (see Changes in Equipment
- ❖ Additional civil work at the Goldston Fire Dept. The previous Goldston Colocation Site had a tower and the project was putting in a 12 X 10 shelter. The additional civil work includes the following:
  - Additional A&E Services:
    - GeoTechnical report for soil samples to determine final tower foundation
      - Please note if the GeoTechnical report notes that soils are not “normal conditions,” a tower foundation redesign maybe needed and Chatham Co would be presented with a

change order for the additional costs associated with the foundation redesign.

- Full NEPA for Environmental Screening
- ASR Registration (for the new tower)
- FAA Filing (for the new tower)
  
- Additional Civil work:
  - Removal of the existing school building behind the Goldston Fire Department and testing of hazardous materials. In the event hazardous materials are discovered, Motorola has included \$50,000 to cover the removal of these materials. Depending on the presence or absence of the hazardous materials, Motorola will present change order for a cost increase or a credit back to Chatham County.
  - Adding material and resources to construct the foundation for the new 350' self supporting tower
  - Adding materials and resources to upsize the shelter pad and generator from a 12 X 10 shelter with a 35kW generator to a 12 X 24 shelter with an 80kW generator
  - Adding the labor, materials, and resources to assemble and the stack 350' tower
  - Adding the labor, materials, and resources to prepare the site for the tower and shelter foundation, adding fencing around the site, and an access drive for construction purposes.
  
- ❖ Additional civil work at the New EOC Site. The previous Wile Road location had a tower and the project was putting in a 12 X 10 shelter. The site is moving to a green site. The additional civil work includes the following:
  - Additional A&E Services:
    - GeoTechnical report for soil samples to determine final tower foundation
      - Please note if the GeoTechnical report notes that soils are not "normal conditions," a tower foundation redesign maybe needed and Chatham Co would be presented with a change order for the additional costs associated with the foundation redesign.
    - Full NEPA for Environmental Screening
    - ASR Registration (for the new tower)
    - FAA Filing (for the new tower)
  
  - Additional Civil work:
    - Adding material and resources to construct the foundation for the new 350' self supporting tower
    - Adding materials and resources to upsize the shelter pad and generator from a 12 X 10 shelter with a 35kW generator to a 12 X 24 shelter with an 80kW generator
    - Adding the labor, materials, and resources to assemble and stack 350' tower
    - Adding the labor, materials, and resources to prepare the site for the construction of the tower and shelter foundation, adding fencing around the site, and an access drive for construction purposes

**Schedule Changes:** *(describe change or N/A)*

The schedule is updated to move the Final Acceptance Date from July 30<sup>th</sup>, 2021 to March 7<sup>th</sup>, 2022.

**Pricing Changes:** *(describe change or N/A)*

The value of the contract will increase by 4,355,032.83. The new contract value after this change order is \$20,115,286.83.

**Customer Responsibilities:** *(describe change or N/A)*

Chatham County is responsible for the following:

- ❖ Securing the NTPs to build at the new Goldston Fire Dept and the New EOC location
- ❖ Providing access as needed to the sites
- ❖ Act as a liaison between MSI and the site contacts as Goldstone Fire Dept & the New EOC location (s needed)

**Payment Schedule for this Change Order:**

*(describe new payment terms applicable to this change order)*

The following payment terms are being added to the contract:

- ❖ \$2,072,783 Subscriber Equipment & Programming – Billed when Equipment is shipped

The following payment term is being updated. The is the current payment terms for the (3) sites being built:

- ❖ Construction Complete – First Site - \$2,100,000
- ❖ Construction Complete – Second Site - \$2,100,000
- ❖ Construction Complete – Third Site - \$2,100,000

The updated payment terms, per Change Order 1, based on the (5) Sites being built:

- ❖ Construction Complete – First Site - \$1,716,450
- ❖ Construction Complete – Second Site - \$1,716,450
- ❖ Construction Complete – Third Site - \$1,716,450
- ❖ Construction Complete – Fourth Site - \$1,716,540
- ❖ Construction Complete – Fifth Site - \$1,716,540

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.**

**Chatham County**

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

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

Reviewed by: \_\_\_\_\_  
 Motorola Solutions Project Manager

Date: \_\_\_\_\_



# Chatham County, NC

## Text File

File Number: 20-3431

**Agenda Date:** 3/16/2020

**Version:** 1

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

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

**File Type:** Contract

Vote on a request to approve an Amendment to the Incentive Agreement entered into by Chatham County and Mountaire Farms of North Carolina Corp., dated October 2, 2017 and authorize the County Manager to execute the agreement.

Action Requested: Vote on a request to approve an Amendment to the Incentive Agreement entered into by Chatham County and Mountaire Farms of North Carolina Corp., dated October 2, 2017.

Introduction & Background: Chatham County entered into an incentive agreement with Mountaire Farms in October of 2017. The incentive agreement was approved by Chatham County in light of the proposed private investment and net new job creation associated with Mountaire Farms' industrial expansion within Chatham County. The industrial expansions include a hatchery located within an unincorporated area of the County and a poultry processing facility located within the Town of Siler City's corporate limits. This agreement establishes deadlines for reporting total number of jobs created and average annual wages paid during each year under incentive eligibility. The deadline set in this agreement is "on or before the first (1st) day of February of each year". According to Mountaire Farms representatives, owing to availability timing of the data utilized for making such reports, the February 1 deadline is difficult meet. Mountaire Farms, therefore, has made a request to amend the existing agreement to extend the reporting deadline from the beginning of each February, to the end of each February. The proposed amendment will carry through the life of the subject agreement, with a closing year's reporting deadline of February 29, 2024. The proposed amendment has been reviewed by the County's legal counsel. Mountaire Farms made a similar amendment request concerning the incentive agreement between Mountaire Farms and the Town of Siler City. The Town recently approved this requested amendment.

Discussion & Analysis: The nature of the requested amendment to the Mountaire Farms incentive agreement does not materially alter the intent, terms or conditions of the original agreement; but rather, affords Mountaire Farms with a marginal extension in time for the reporting required of Mountaire Farms to demonstrate sufficient performance under the conditions of this agreement. Staff believes the interest secured by the initial agreement is preserved with the adoption of the proposed amendment.

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

Budgetary Impact: No budgetary impacts are anticipated with the approval of the proposed amendment.

Recommendation: Approve an Amendment to the Incentive Agreement entered into by Chatham County and Mountaire Farms of North Carolina Corp., dated October 2, 2017

## AMENDMENT TO INCENTIVE AGREEMENT

This Amendment to Incentive Agreement (this "Amendment") dated January 30<sup>th</sup>, 2020 (the "Effective Date"), amends to the extent specified herein, that certain Incentive Agreement dated October 2, 2017 ("Agreement") by and between CHATHAM COUNTY, a body politic and corporate of the State of North Carolina (the "County") and MOUNTAIRE FARMS INC., a/k/a MOUNTAIRE FARMS OF NORTH CAROLINA CORP., a Delaware corporation, (the "Company").

WHEREAS, County and Company desire to amend certain terms of the Agreement as set forth herein; and

WHEREAS, capitalized terms not defined herein shall have the meaning given them in the Agreement;

WHEREAS, pursuant to Section 5 of the Agreement, the Company shall provide certain certifications to County as set forth below:

(a) The Hatchery. On or before the first (1st) day of February of each year during the Term beginning in 2020, the Company shall certify to the County for the year just ended, on a form satisfactory to the County and separate from the certification required by Section 5(b) hereof, (i) the total number of Hatchery Jobs as of the end of each quarter of the year just completed and (ii) the average Annual Wages paid to Hatchery Employees performing Hatchery Jobs during such year. The certification shall include, with respect to the Hatchery, true copies of the Company's Quarterly Tax and Wage Report for the year just completed filed with the North Carolina Employment Security Commission with an indication thereon of the persons who were employed at the Hatchery during such quarter. The first certification shall be due on or before February 1, 2020 and shall cover the period from January 1, 2019 to December 31, 2019, and each subsequent certification shall cover the year just ended.

(b) The Processing Facility. On or before the first (1st) day of February of each year during the Term beginning in 2020, the Company shall certify to the County for year just ended, on a form satisfactory to the County and, separate from the certification required by Section 5(a) hereof, (i) the total number of Processing Facility Jobs as of the end of each quarter of the year just completed and (ii) the average Annual Wages paid to Processing Facility Employees performing Processing Facility Jobs during such year. The certification shall include, with respect to the Processing Facility, true copies of the Company's Quarterly Tax and Wage Report for the year just completed filed with the North Carolina Employment Security Commission with an indication thereon of the persons who were employed at the Processing Facility

during such quarter. The first certification shall be due on or before February 1, 2020 and shall cover the period from January 1, 2019 the Effective Date to December 31, 2019, and each subsequent certification shall cover the year just ended.

**WHEREAS**, the information needed to prepare the Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) is not currently available to Company.

**WHEREAS**, Company desires County to grant it an extension date of February 29, 2020 for 2020, and February 28<sup>th</sup> in subsequent years until 2024, when the extension date shall be February 29, 2024, in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

**THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

County grants Company an extension date of February 29, 2020 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

County grants Company an extension date of February 28, 2021 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

County grants Company an extension date of February 28, 2022 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

County grants Company an extension date of February 28, 2023 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

County grants Company an extension date of February 29, 2024 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

This Amendment constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary, including but not limited to, the Agreement.

If any provision of this Amendment or the application of any such provision shall be held contrary to law, the remaining provisions shall remain in full force and effect.

In the event of a conflict between the terms of this Amendment and the Agreement or any other agreement between County and Company, this Amendment shall control.



All other terms and conditions of the Agreement shall remain in full force and effect and shall be incorporated herein by reference.

This Amendment may be executed in any number of counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. A facsimile or e-mail signature shall be acceptable as an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by the signatures of their respective authorized representatives.

**CHATHAM COUNTY**

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

Name: \_\_\_\_\_

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

**MOUNTAIRE FARMS INC.**

By: 

Name: Craig Lair

Title: Chief Financial Officer

**ATTEST (THE COUNTY)**  
**(County Seal)**

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

Name: \_\_\_\_\_

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

**ATTEST (THE COMPANY)**

By: 

Name: Victoria L. Doyle

Title: Paralegal

[Signature Page to Amendment to Incentive Agreement]

**CONTRACT ROUTING FORM**

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

Department: Economic Development Corporation

Department contract file name (use effective date): mountairefarms\_EDC\_20171002

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Tax Incentive Agreement

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Mountaire Farms, Inc.

Effective Date: 10/2/2017

Approved by: Commissioners

Ending Date: Click here to enter a date. 12/31/2023

Total Amount: Click here to enter text.

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

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

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



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

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

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

7. Approval

Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

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

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

## CHATHAM COUNTY

**THIS INCENTIVE AGREEMENT** (this “Agreement”) made and entered into this 2 day of October, 2017 (the “**Effective Date**”) by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (the “County”) and **MOUNTAIRE FARMS INC. a/k/a MOUNTAIRE FARMS OF NORTH CAROLINA CORP**, a Delaware corporation, with a mailing address of 1901 Napa Valley Drive, Little Rock, AR 72201 (the “**Company**”).

**RECITALS:**

**WHEREAS**, the Company currently operates a poultry hatchery in Chatham County, North Carolina located at 175 Foust Road, Siler City, North Carolina (the “**Hatchery**”), the functions performed therein being referred to as the “**Hatchery Functions**”; and

**WHEREAS**, the Company currently employs twenty (20) full-time equivalent employees (as used in this Agreement, the term “**full-time equivalent employees**” means the number of employees of the Company as shown in the latest Employer’s Quarterly Tax and Wage Report (Form NCUI 101-1) of the North Carolina Employment Security Commission filed on behalf of the Company from time to time) at the Hatchery, some of whom are citizens and residents of Chatham County (such employees, the “**Existing Employees**”; such jobs, the “**Existing Jobs**”); and

**WHEREAS**, the Company has purchased and is in the process of upgrading the former poultry processing plant located at 1100 East 3rd Street in Siler City, North Carolina, as well as several other pieces of property surrounding the plant (such plant, inclusive of the surrounding parcels, the “**Processing Facility**”; the functions performed by the Company at the Processing Facility, the “**Processing Facility Functions**”); and

**WHEREAS**, the Company has stated that it is in the process of investing an amount estimated at \$70,772,517 to purchase and upgrade the Processing Facility and to upgrade the Hatchery, and to create 714 jobs in connection therewith (collectively, the “**Investment**”); and

**WHEREAS**, in connection with the Investment, the Company has stated that it will: (i) maintain the Existing Jobs, (ii) add at least fourteen (14) new, full-time equivalent employees at the Hatchery (such jobs, “**New Jobs (Hatchery)**”; such employees, the “**New Employees (Hatchery)**”; collectively, the Existing Jobs and the New Jobs (Hatchery), the “**Total Hatchery Jobs**”; collectively, the Existing Employees and the New Employees (Hatchery), the “**Total Hatchery Employees**” which as a group are referenced herein as the “**Hatchery Employees**”); and (iii) add seven hundred (700) new jobs at the Processing Facility for new, full-time equivalent employees (such new jobs at the Processing Facility, the “**Total Processing Facility Jobs**”; such persons engaged to fill such Processing Facility Jobs, the “**Total Processing Facility Employees**” which as a group are referenced herein as the “**Processing Facility Employees**”); and

**WHEREAS**, with respect to the Hatchery, the Company has stated that: (i) the average Annual Wage (as defined in Section 4) for all Hatchery Employees will be at least \$33,500, (ii) the annual average wages for the Hatchery Employees who are processing-level employees will be at least \$25,000 and (iii) the annual average wages for the non-processing-level employees Hatchery Employees will be at least \$50,000; and

**WHEREAS**, with respect to the Processing Facility, the Company has stated that: (i) the annual average wages for all Processing Facility Employees will be at least \$27,500, (ii) the annual average wages for Processing Facility Employees who are processing-level employees will be at least \$25,000 and (iii) the annual average wages for the remaining Employees at the Processing Facility will be at least \$50,000; and

**WHEREAS**, the County has adopted an Economic Development Incentive Policy (the “Policy”), the terms of which Policy are incorporated herein by reference, to provide economic development incentive grants to new and expanding businesses and industries within the County pursuant to authority granted by Section 158-7.1 of the North Carolina General Statutes (“Section 158”); and

**WHEREAS**, the amount of the incentive grant under the Policy is generally determined by the number of jobs created and retained (quantity and wages), capital investment, environmental impact, and industry cluster/business type, and other criteria so long as the incentive is consistent with Section 158, on a case-by-case basis in the discretion of the Board of Commissioners of the County (the “**Board of Commissioners**”); and

**WHEREAS**, on the 17th day of October, 2016 after providing due notice as required by and in accordance with applicable law, the Board of Commissioners held a public hearing at its regularly scheduled October meeting (the “**Public Meeting**”), at which Public Meeting the economic development incentives hereinafter described (the “**Incentives**”) were presented to the Board of Commissioners and the general public for, as applicable, consideration, comment and approval; and

**WHEREAS**, the Board of Commissioners found that the Investment would (i) expand and/or protect the property tax base in the County and (ii) create and protect jobs in the County, and, pursuant to the foregoing findings and the above-referenced authority conferred on the Board of Commissioners pursuant to Section 158, the Board of Commissioners has concluded that it is in the best interest of the County and its residents to grant the Incentives and to make the payments associated with such Incentives (each, an “**Incentive Payment**”) on the terms and conditions of this Agreement; and

**WHEREAS**, the Company agreed to make the Investment only if the County agreed to grant the Incentives on the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the premises, the foregoing recitals and the mutual covenants, promises, and obligations contained herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Company Investment in the Hatchery and the Processing Facility.**

(a) The Company shall continue to locate its Hatchery Functions at the Hatchery during the Term (as defined in Section 7 hereof). The Company shall make upgrades and improvements to the Hatchery that will increase its current assessed Chatham County tax value on or before the 1st day of January, 2019, it being the stated intention of the Company (i) to invest approximately \$6,300,000 in the construction/renovation of the Hatchery and (ii) to invest \$3,900,000 in equipment and machinery to be installed at the Hatchery.

(b) The Company shall locate its Processing Facility Functions at the Processing Facility during the Term. The Company has purchased the Processing Facility and shall make upgrades and improvements to the Processing Facility on or before the 1st day of January, 2019, it being the stated intention of the Company (i) to invest approximately \$17,200,000 in the construction of the Processing Facility and (ii) to invest \$40,800,000 in equipment and machinery to be installed at the Processing Facility.

2. **Retention and Creation of Jobs at the Hatchery.** The Company shall retain, and maintain during the Term, at least twenty (20) of the Existing Jobs at the Hatchery. On or before the 31<sup>st</sup> day of December, 2019, the Company shall have created, and agrees to maintain during the Term, not fewer than fourteen (14) New Jobs (Hatchery). These jobs are in addition to the Retained Jobs. The Company's total commitment for jobs at the Hatchery is thirty-four (34), such number being the total number of Hatchery Jobs.

3. **Creation of Jobs at the Processing Facility.** On or before the 31<sup>st</sup> day of December, 2019, the Company shall have created, and agrees to maintain during the Term, not fewer than seven hundred (700) Processing Facility Jobs (collectively, all job required to be created or retained as set forth in Section 2 and Section 3 hereof, "**Total Jobs**").

4. **Annual Average Wage.**

(a) The Hatchery. Beginning January 1, 2019 and during the remainder of the Term, the Company shall pay annual average cash wage (including regular and overtime pay, vacation and holiday pay, year-end bonuses, and comparable employee pay incentives, but excluding non-cash benefits such as insurance or retirement contributions) (an "**Annual Wage**") of at least \$33,500 per Hatchery Employee per Year (hereinafter defined) (such amount, the **Annual Average Wage (Hatchery)**").

(b) The Processing Facility. Beginning January 1, 2019 and during the remainder of the Term, the Company shall pay an Annual Wage of at least \$27,500 per Processing Facility Employee per Year (hereinafter defined) (such amount, the **Annual Average Wage (Processing Facility)**").

5. **Company Certifications.**

(a) The Hatchery. On or before the first (1st) day of February of each year during the Term beginning in 2020, the Company shall certify to the County for the year just ended, on a form satisfactory to the County (a sample of which is attached hereto) and separate from the certification required by Section 5(b) hereof, (i) the total number of Hatchery Jobs as of the end of each quarter of the year just

completed and (ii) the average Annual Wages paid to Hatchery Employees performing Hatchery Jobs during such year. The certification shall include, with respect to the Hatchery, true copies of the Company's Quarterly Tax and Wage Report for the year just completed filed with the North Carolina Employment Security Commission with an indication thereon of the persons who were employed at the Hatchery during such quarter. The first certification shall be due on or before February 1, 2020 and shall cover the period from January 1, 2019 to December 31, 2019, and each subsequent certification shall cover the year just ended.

(b) The Processing Facility. On or before the first (1st) day of February of each year during the Term beginning in 2020, the Company shall certify to the County for year just ended, on a form satisfactory to the County and, separate from the certification required by Section 5(a) hereof, (i) the total number of Processing Facility Jobs as of the end of each quarter of the year just completed and (ii) the average Annual Wages paid to Processing Facility Employees performing Processing Facility Jobs during such year. The certification shall include, with respect to the Processing Facility, true copies of the Company's Quarterly Tax and Wage Report for the year just completed filed with the North Carolina Employment Security Commission with an indication thereon of the persons who were employed at the Processing Facility during such quarter. The first certification shall be due on or before February 1, 2020 and shall cover the period from January 1, 2019 the Effective Date to December 31, 2019, and each subsequent certification shall cover the year just ended.

6. County Incentives Payments. Provided the Company has met all the requirements of this Agreement, the County, subject to the terms hereof, shall make the following Incentive Payments based on the amount of Chatham County real and personal property taxes (excluding fire district taxes and any other taxes, fees, charges, or payments, except Chatham County real and personal property taxes) actually and timely paid by the Company arising from each of the Hatchery and the Processing Facility, each separately calculated (the "**Property Taxes**") within thirty (30) days of the County's receipt of satisfactory certifications pursuant to Section 5:

<b>Year</b>	<b><u>Amount of Incentive Payment</u></b>
2019 (" <b>Year One</b> ")	90% of the Property Taxes paid to the County by the Company on or before December 31, 2019
2020 (" <b>Year Two</b> ")	80% of the Property Taxes paid to the County by the Company on or before December 31, 2020
2021 (" <b>Year Three</b> ")	70% of the Property Taxes paid to the County by the Company on or before December 31, 2021
2022 (" <b>Year Four</b> ")	60% of the Property Taxes paid to the County by the Company on or before December 31, 2022
2023 (" <b>Year Five</b> ")	50% of the Property Taxes paid to the County by the Company on or before December 31, 2023

Notwithstanding the foregoing, an Incentive Payment to be made with respect to any Year will be proportionally reduced in the manner set forth below upon the occurrence of any one or more of the following events: (i) the Company fails to meet or exceed the required number of Hatchery Jobs pursuant to Section 2; or (ii) the Company fails to meet or exceed the required number of Processing Facility Jobs pursuant to Section 3. For the purpose of calculating the aforementioned proportional reduction of an Incentive Payment, if any, the County shall: (i) calculate the average number for such year of Hatchery Jobs or Processing Facility Jobs, as applicable, as reflected on the applicable Quarterly Tax and Wage Reports for such Fiscal Year (the “**Average Number of Employees**”) and (ii) divide the resulting Average Number of Employees by Total Hatchery Jobs or Total Processing Facility Jobs, as applicable (such result, the “**Quotient**”). In the event the Quotient is less than one (1), the Quotient shall be multiplied by the amount of the Incentive Payment to be received for the Fiscal Year in question (prior to any reduction pursuant to this paragraph) (such result, the “**Product**”), and the Product, expressed in U.S. currency, shall be the amount of the Incentive Payment for such Year; provided, however, with respect to any Year where the Quotient for the Hatchery or the Processing Facility, as the case may be, is less than point six (0.6), no Incentive Payment shall be made with respect to the Hatchery or the Processing Facility.

7. **Term and Termination.** The Term shall commence on the Effective Date and shall continue until the *earlier* of: (i) December 31, 2023, (ii) the date all Incentive payments have been made by the County, or (iii) the termination of this Agreement pursuant to other applicable terms of this Agreement (such date, the “**Termination Date**”). In no event shall the County’s obligation to make any Incentive Payments otherwise arising after the Termination Date survive the termination of this Agreement. Either party may terminate this Agreement upon the material breach or the occurrence of an event of default of the other party hereto of any of the obligations of this Agreement if such breach is not cured within thirty (30) days (such thirty (30)-day period, the “**Cure Period**”) following written notice from the non-breaching party to the breaching party detailing such breach of this Agreement (such notice, a “**Breach Notice**”; such uncured material breach or event of default, an “**Event of Default**”). During any Cure Period arising from the County’s delivery of a Breach Notice to the Company, the County may suspend or withhold, in its sole discretion, any Incentive Payments to be made during such Cure Period; provided, however, if this Agreement is not terminated following the delivery of a Breach Notice to the Company by the County and the breach alleged therein is either cured or waived by the County, any Incentive Payments withheld during such Cure Period shall be promptly paid by the County subject to the conditions of waiver, if any, which the County may require.

8. **Repayment of Payment Incentives.** During the Term and without limiting the County’s right to declare an Event of Default upon the Company’s material breach of other provisions of this Agreement, the events set forth in subsections (a)-(d) below shall constitute, if uncured as set forth in Section 7 hereof, an Event of Default giving rise to the County’s right to terminate this Agreement *and* to require the Company to repay all Incentive Payments previously made pursuant to this Agreement within thirty (30) days of the Company’s receipt of written notice from the County. This Section 8 shall expressly survive the termination of this Agreement. Accordingly, if the County reasonably determines based upon supporting documentation provided to the Company, within the applicable statute of limitations period, that facts giving rise to an Event of Default by the Company occurred before the Termination Date, the Company, notwithstanding this Agreement having been terminated, shall repay all Incentive Payments

previously made pursuant to this Agreement within thirty (30) days of the Company's receipt of written notice from the County:

#### Events of Default

(a) Cessation of Hatchery Functions or Processing Facility Functions. As of the date and at all times following the complete cessation of Hatchery Functions or Processing Facility Functions at either the Hatchery or the Processing Facility (such date, the "Cessation Date"; such event, a "Cessation Event") and, as a result of such cessation, the Company is unable to maintain or retain the Total Jobs.

(b) Relocation of Hatchery Functions and Processing Facility Functions. As of the date (a "Relocation Date") the Company (i) commences to move or relocate all of its Hatchery Functions or Processing Facility Functions to a location or locations outside of Chatham County, North Carolina and/or (ii) commences to move or relocate some, but not all, of its Hatchery Functions or Processing Facility Functions to a location or locations outside of Chatham County, North Carolina and, as a result of such move or relocation, the Company is unable to maintain or retain the Total Jobs (any such event, a "**Relocation Event**").

(c) Inadequate Numbers of Hatchery Jobs and Processing Facility Jobs. The Calculation to be performed by the County pursuant to Section 6 hereof results in a Product that is less than point six (0.6) during any two (2) consecutive Fiscal Years.

(d) Inadequate Annual Wages at the Hatchery. The Average Wage paid to Hatchery Employees during a Fiscal Year is ninety percent (90%) or less of the amount that is the Annual Average Wage (Hatchery) for two (2) consecutive Calendar Years.

(e) Inadequate Annual Wages at the Processing Facility. The Average Wage paid to Processing Facility Employees during a Calendar Year is ninety percent (90%) or less of the amount that is the Annual Average Wage (Processing Facility) for two (2) consecutive Calendar Years.

(f) Payment of Taxes. The Company fails to (i) timely list or (ii) pay in full all ad valorem taxes due and owing to the County and/or any other applicable local governmental entity before they are delinquent, unless such taxes are being challenged (subject to the provisions of Section 9) in good faith and for which adequate reserves have been established.

(g) Other Events of Default.

(i) A default by the Company under any mortgage, deed of trust, security agreement, financing lease, or other such obligation covering the Hatchery or the Processing Facility or any personal property of the Company located on the Hatchery or the Processing Facility that is uncured in accordance with the terms of such document, or following the Company's filing a petition in bankruptcy, seeking the appointment of a receiver, or any other debtor relief, or the filing against the Company of a petition in bankruptcy or seeking the appointment of a receiver or other creditor relief and such petition is not dismissed within sixty (60) days following the filing thereof, or the appointment of a receiver for the



Company's property.

(ii) The conclusive and final determination by a court of competent jurisdiction that the representations made by the Company herein and during the performance of this Agreement constitute fraud or other intentional misrepresentation.

9. **Tax Challenges.** The Company retains its statutory rights to challenge or appeal the ad valorem real and personal property tax values established by the County including a discovery proceeding (collectively "**Tax Challenge**") for the Company's property; provided, however, no incentives shall be payable under this Agreement with respect to any year for which a Tax Challenge has been made and is pending until a final, non-appealable decision has been made with respect to the Tax Challenge. In the event a Tax Challenge results in a refund of any taxes being due to the Company for a prior year in which incentives have been paid, the amount of the refund shall be reduced by the percentage amount of incentives paid for the year in question.

10. **County's Right of Inspection.** The Company agrees that any duly authorized representative of the County shall, upon reasonable notice to Company, have access to and the right to reasonably inspect, copy, audit, and examine all of the books, records, and other documents relating to the fulfillment of this Agreement during the Term.

11. **Refund of Incentives.** The Company may, at any time during the Term, refund the entire amount of the Incentives paid to the Company pursuant to this Agreement ("**Refund Date**"), plus an amount that is three percent (3%) of the total amount of such amount refunded (the "**Administrative Fee**"), which Administrative Fee shall be reimbursement for costs the County incurred in connection with the relationship memorialized hereunder. As of the Refund Date, this Agreement shall terminate.

12. **No Pledge of Faith and Credit of County.** No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental power or as a donation or a lending of the credit of the County within the meaning of the North Carolina Constitution. This Agreement shall not directly or indirectly or contingently obligate the County to make any payments beyond the Property Taxes paid by the Company for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's moneys, nor properties, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future County governing body. To the extent of any conflict between this Section 11 and any other Section of this Agreement, this Section 12 shall control.

13. **Intentionally omitted.**

14. **Representations and Warranties.** The Company represents and warrants to the County that the Company will comply with all applicable material, local, State, and Federal laws in carrying out the obligations incurred by the Company under this Agreement and in its operations generally and shall be bound by the terms of the Policy, except to the extent the same have been expressly modified herein.

Without limiting the generality of the foregoing, the Company represents and warrants that it is duly organized and in existence and has the corporate power and authority to bind itself to the requirements of this Agreement and to perform its obligations hereunder, that the execution and delivery of this Agreement have been approved in accordance with its organizational documents and that it is duly qualified to conduct business in the State of North Carolina.

15. **Indemnity.** The Company hereby agrees to indemnify, protect, and save the County, its elected and appointed officials, employees, and agents harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorney's fees and costs of litigation, arising out of, connected with, or resulting from, directly or indirectly, the Hatchery and/or the Processing Facility and/or the transactions contemplated by or relating to this Agreement, excluding the payment of earned Incentives, and the possession, condition, improvement, or use of the Hatchery or the Processing Facility. The indemnification arising under this Section 15 shall survive the Agreement's termination.

16. **Notices.** Any written notice or written certification or payment required by the terms of this Agreement shall be deemed given if delivered in person, or mailed certified mail, return receipt requested to the person named below:

To the County: Chatham County  
Post Office Box 1809  
Pittsboro, North Carolina 27312  
Attn.: County Manager

To the Company Mountaire Farms Inc.  
29292 John J. Williams Highway  
Route 24 East  
P.O. Box 1320  
Millsboro, Delaware 19966  
Attn.: Michael W. Tirrell

With a copy to: Rose Law Firm, a Professional Association  
120 East Fourth Street  
Little Rock, Arkansas 72201-2893  
Attn: Brian Rosenthal

17. **Severability.** In the event any term, covenant or condition of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. **Assignment.** The right to receive any benefit under this Agreement shall belong solely to the Company and may not be transferred or alienated in any way, in whole or in part, to any other person

or entity. Neither this Agreement, nor the right to payment under the terms of this Agreement, may be assigned by the Company or otherwise used as collateral for any obligations of the Company, financial or otherwise, without the express written consent of the County, which may be withheld in the County's sole and absolute discretion.

19. **Governing Law; Venue.** The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of North Carolina. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the Superior Court of Chatham County. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and irrevocably waives, to the fullest extent permitted by law, any objection to the laying of venue of any such civil action or legal proceeding in such court.

20. **Force Majeure.** Any delay in the performance of any of the duties or obligations of the Company hereunder shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Hatchery or the Processing Facility (each such event, an "**Event of Force Majeure**"). The Company shall give prompt notice to the County of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

21. **Binding Effect.** Subject to the specific provision of this Agreement, the provisions hereof shall inure to the benefit of and bind the parties hereto and their respective successors and assigns should the County elect to consent to an assignment. This Agreement shall be considered to have been prepared equally by the parties hereto and shall not be construed more strictly against either of them. The provisions hereof shall be liberally construed to give effect to their apparent intent.

22. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and may not be modified or canceled except pursuant to the terms hereof or an instrument in writing signed by the parties hereto.

23. **Counterparts.** This Agreement may be signed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute one and the same instrument. This Agreement is intended to benefit the parties hereto only, and therefore no third party shall have any rights under this Agreement, or be deemed a third party beneficiary.

24. **Liability of Officers and Agents.** No officer, agent, or employee of the County or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

25. **Recitals Incorporated.** The recitals set forth on the first, second, and third pages hereof are incorporated into and made expressly a part of this Agreement.

[The signature page follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their corporate names by their duly authorized officers as of the date and year above first written.

ATTEST (THE COUNTY):

CHATHAM COUNTY

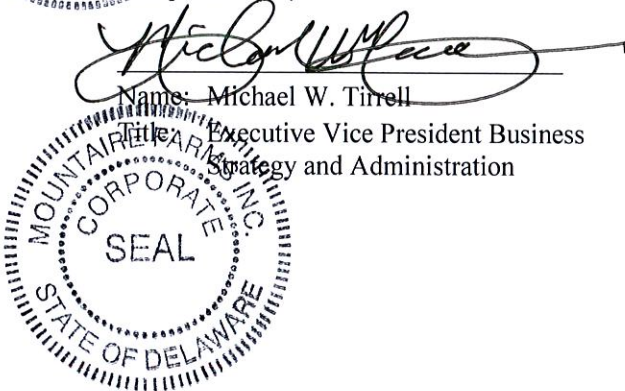


(County Seal)  
Lindsay K. Ray  
Name: Lindsay K. Ray  
Title: Chatham County Clerk

By: Renee F. Paschal  
Name: Renee F. Paschal  
Title: County Manager

ATTEST (THE COMPANY):  
(Corporate Seal)

MOUNTAIRE FARMS INC. aka  
MOUNTAIRE FARMS OF NORTH  
CAROLINA CORP.



Michael W. Tirrell  
Name: Michael W. Tirrell  
Title: Executive Vice President Business  
Strategy and Administration

By: Paul Downes  
Name: Paul Downes  
Title: President/CEO

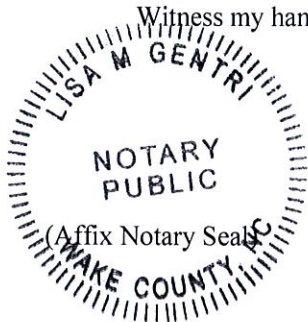
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki M. McConnell  
Vicki McConnell, Finance Director

NORTH CAROLINA  
COUNTY OF CHATHAM

I, Lisa M. GENTRI, a Notary Public of the County and State aforesaid, do hereby certify that Lindsay K. Ray personally appeared before me this day and acknowledged that she is the County Clerk of Chatham County and that by authority duly given and as the act of Chatham County, the foregoing instrument was signed in its name by County Manager, Renee F. Paschal, sealed with its County seal, and attested by herself as its County Clerk.

Witness my hand and official seal this 9 day of October, 2017.



Lisa M. Gentry  
Notary Public

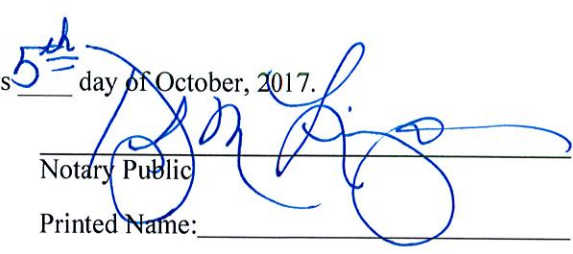
Printed Name: LISA M. Gentry

My Commission Expires: 5-4-2018

STATE OF DELAWARE  
COUNTY OF SUSSEX

I, **Deborah M. Lingo**, Notary Public of the County and State aforesaid, certify that **Michael W. Tirrell** personally came before me this day and acknowledged that he is the **Executive Vice President Business Strategy and Administration** of Mountaire Farms Inc. aka MOUNTAIRE FARMS OF NORTH CAROLINA CORP, a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by **Paul Downes**, its, **President/CEO** sealed with its corporate Seal, and attested by himself as its **Executive Vice President Business Strategy and Administration**.

Witness my hand and official seal this 5<sup>th</sup> day of October, 2017.

  
\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

(Affix Notary Seal)

My Commission Expires: \_\_\_\_\_

**DEBORAH M. LINGO**  
**NOTARY PUBLIC**  
**State of Delaware**  
**My Commission Expires: 04-10-2021**

My Commission Expires: 04-10-2021  
State of Delaware  
NOTARY PUBLIC  
DEBORAH M. LINGO



# Chatham County, NC

## Text File

File Number: 20-3438

**Agenda Date:** 3/16/2020

**Version:** 1

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

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

**File Type:** Contract

Vote on a request to approve the Interlocal Agreement establishing terms and conditions for financial assistance to the Town of Siler City's Wastewater Treatment Plant Improvement Project and authorizing the County Manager to execute the same

Action Requested: Vote on a request to approve the Interlocal Agreement establishing terms and conditions for financial assistance to the Town of Siler City's Wastewater Treatment Plant Improvement Project and authorizing the County Manager to execute the same

Introduction & Background: The adopted FY 2018 Chatham County Operating Budget allocated \$750,000 to the Town of Siler City as financial assistance to a multimillion dollar improvement project to the Siler City Wastewater Treatment Plant. This allocation of funding has since remained intact. As the Town anticipates near-term movement on this project, Siler City has worked with the County to define the process by which these funds will be issued to the Town and further defined expectations related to the release of the same. The purpose of this Interlocal Agreement is to set forth the terms and conditions between Siler City and Chatham for funding assistance in the amount of \$750,000 from Chatham to Siler City, for the cost of the project, from preliminary engineering through completion of the project. Both physical and process modifications are incorporated into the Siler City Wastewater Treatment Plant Improvement Project, which is comprised of two distinct phases. Phase 1, or "Nutrient Reduction," makes various capital improvements to the Plant for the removal of nutrients from the treated wastewater stream prior to its discharge point to the receiving waters of the Plant's treated effluent product. Phase 2, or "Capacity Expansion and Nutrient Reduction," makes capital improvements to the Plant that will increase the daily treatment capacity of the Plant by at least two million gallons per day and further reduce the nutrient loading from the effluent discharge of the Plant to the receiving waters of Plant's discharge. Siler City has received a \$2,000,000 grant from the Golden LEAF Foundation and a \$3,000,000 grant from the North Carolina Department of Commerce for the construction of the Project. The proposed agreement allocates half of the total County contribution to Phase 1 and the other half of the County contribution to Phase 2 of the project. The County's legal counsel has provided its review of the proposed agreement, and the Town of Siler City approved the agreement at its regular meeting of the Town Board of Commissioners on March 2, 2020.

Discussion & Analysis: The proposed agreement operationalizes action already taken by



the Chatham County Board of Commissioners beginning with the adoption of the FY 2018 Operating Budget. The proposed agreement specifies performance and reporting standards to enable tracking and accountability of these funds.

How does this relate to the Comprehensive Plan: The allocation of funds to support improvements to the Siler City Wastewater Treatment Plant implicates both environmental and economic objectives articulated in the Comprehensive Plan. Among these include:

- Promoting compact growth in and near existing towns (Objective 3)
  - Reduces impacts to natural resources
  - Lessens infrastructure burden and long-term cost of providing services
  - Reinforces towns as residential and commercial centers of the County
- The ability to increase diversity of Siler City's residential, commercial, and industrial tax base is improved with expanded capacity of its wastewater treatment plant facility (Objective 4)
- The improvements to the Siler City wastewater facility is largely focused on the reduction of nutrient loading to an impaired water body. This project will assist with the conservation of natural resources and will help maintain and restore the quality of ground and surface waters (Objective 5)

Budgetary Impact: No additional budgetary impact is anticipated with the approval of this agreement.

Recommendation: Approve the Interlocal Agreement establishing terms and conditions for financial assistance to the Town of Siler City's Wastewater Treatment Plant Improvement Project and authorizing the County Manager to execute the same

## INTERLOCAL AGREEMENT

Pursuant to N.C. Gen. Stat. §160A-461, this Interlocal Agreement made and entered into the 17th day of February, 2020 (the “Effective Date”), by and between Chatham County, a body politic and corporate of the State of North Carolina, with a mailing address of Post Office Box 1809, , Pittsboro, North Carolina 27312 (“Chatham”), and the Town of Siler City, a North Carolina municipal corporation with a mailing address of Post Office Box 769, , Siler City, North Carolina 27344 (“Siler City”). Either Chatham or Siler City may be referred to herein as a “Party” or collectively as the “Parties”.

### WITNESSETH

WHEREAS, the Parties are interested in jointly providing needed capital improvements to the Siler City Wastewater Treatment Plant (“Plant”), including increasing the Plant’s daily treatment capacity of wastewater, and enabling the Plant’s treatment process to remove certain levels of nutrients from the treated wastewater stream that is introduced into Loves Creek and the Rocky River; and

WHEREAS, the Parties are authorized pursuant to N.C. Gen. Stat. §160A-461 to enter into Interlocal Agreements to cooperate in performing governmental activities; and

WHEREAS, it is in the public interest of the citizens of Chatham County and the Town of Siler City to enter into an agreement for the purposes noted herein below;

NOW THEREFORE, it is agreed by the Parties, for the mutual benefits to be derived hereunder, that:

1. **Background and General Terms.** In order to support ongoing economic growth in Siler City, including attracting a significant industrial facility to the Chatham-Siler City Advanced Manufacturing (CAM) Site, and in order to enhance processing capability to reduce adverse environmental impacts of increased industrial presence within the Siler City wastewater service area, capital improvements and wastewater treatment process optimizations are necessary at the Plant. These physical and process modifications are incorporated into the Siler City Wastewater Treatment Plant Improvement Project (“Project”), which is comprised of two (2) distinct phases (Phase 1 and Phase 2). Phase 1, or “Nutrient Reduction,” makes various capital improvements to the Plant for the removal of nutrients from the treated wastewater stream prior to its discharge point to the receiving waters of the Plant’s treated effluent product. Phase 2, or “Capacity Expansion and Nutrient Reduction,” makes capital improvements to the Plant that will increase the daily treatment capacity of the Plant by at least two million gallons per day (2mgd) and further reduce the nutrient loading from the effluent discharge of the Plant to the receiving waters of Plant’s discharge. Siler City has received a \$2,000,000 grant from the Golden LEAF Foundation (“Golden Leaf”) and a \$3,000,000 grant from the North Carolina Department of Commerce for the construction of the Project.
2. **Purpose of Interlocal Agreement.** The purpose of this Interlocal Agreement is, among other things, to set forth the terms and conditions of the agreement between Siler City and Chatham for funding assistance in the amount of seven hundred fifty thousand (\$750,000) (Chatham Project Contribution), from Chatham to Siler City, for the cost of the Project as outlined above, from preliminary engineering through completion of the Project.

3. **Project Cost.** All expenditures from preliminary design through completion of construction of the Project to provide the necessary improvements to the Siler City Wastewater Treatment Plant, including, but not limited to, design, construction, and other related costs and other related expenditures shall be the Project Cost. The Chatham Project Contribution shall be divided equally between Phase 1 and Phase 2 of the Project (\$325,000 contribution for each of the two phases). The Chatham Project Contribution shall be administered to Siler City on a 50% match (dollar-for-dollar) reimbursement schedule. Siler City shall submit a request to Chatham for reimbursement for each invoice, or group of invoices, received with respect to the foregoing, and shall include a copy of the invoice(s) subject to the reimbursement request. Reimbursement requests shall include documentation of sufficient type and detail to delineate and itemize eligible expenses according to the respective phase of the Project for which the expenses are incurred and assigned. Chatham shall reimburse Siler City, as a 50% match contribution, for all eligible project costs up to \$1,500,000 (maximum Chatham contribution of \$750,000), provided that the costs were incurred prior to the completion of the Project. Payment shall be due from Chatham to Siler City within thirty (30) days of receipt of Siler City's requisition. Any balance of the Chatham Project Contribution remaining, following the completion of Phase 1, may be transferred to and utilized for eligible Project Costs associated with the completion of Phase 2 of the Project.
4. **Reporting.** Until such time the Project is completed, Siler City agrees to submit biannual reports (the "Reports") to Chatham that detail the Project's status, which includes, but is not limited to, the progress of Project milestones respective of each phase herein described for the reporting period, updated milestone completion projections for each phase herein described, and any other information or circumstance that may materially influence the completion of one or more of the phases of the Project as herein described. The Reports shall be transmitted in writing to Chatham no later than December 31 of each year (Report 1) and no later than June 30 of each year (Report 2), beginning June 30, 2020.
5. **Existing Agreements.** Existing agreements, if any, between the Parties that are not related to the subject matter of this Interlocal Agreement shall not be altered or affected by this Interlocal Agreement.
6. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Interlocal Agreement. The provisions of this Interlocal Agreement shall not impart rights enforceable by any person, entity, or organization not a party to this Interlocal Agreement.
7. **Assignment.** This Interlocal Agreement shall not be assigned or transferred in whole or in part without the prior written consent of both Parties, which consent may be withheld in a Party's sole discretion.
8. **Term.** This Interlocal Agreement shall run for a term equal to the time of completion of the Project, which shall be signified by the transmittal of a final biannual report exhibiting, with sufficient evidence, the completion of the Project as herein described.
9. **Dispute Resolution.** In the event of any dispute between Chatham and Siler City hereunder, the Town Manager or his or her designee on the behalf of Siler City and the County Manager or her or his designee on behalf of Chatham shall meet and attempt to resolve such dispute. If the Parties are unable to resolve such dispute following the meeting of the managers, or their designees, either Party may by notice to the other, require the Parties to submit their dispute to mediation by a mediator jointly selected by the Parties. If the Parties are unable to agree upon a mediator, or if the

Parties are unable to resolve such dispute by mediation, the Parties agree that any dispute with respect to this Interlocal Agreement shall be submitted to binding arbitration, under the terms of which the Parties shall jointly select an arbitrator and agree upon the procedures for the arbitration, and abide by the decision of such arbitrator with respect to any interpretation of the Interlocal Agreement, or any other matter in dispute with regard to the subject matter of this Interlocal Agreement.

In the event the Parties are unable to agree upon an arbitrator, each Party shall select an arbitrator with knowledge and experience in public wastewater treatment systems and the two (2) arbitrators thus selected shall select a third arbitrator, and the decision of a majority of the arbitrators shall be binding upon the Parties with respect to their interpretation of this Interlocal Agreement, or any dispute with regards of the subject matter of this Interlocal Agreement. In the event the Parties are unable to agree upon the procedures for the arbitration, the Parties shall follow the Revised Uniform Arbitration Act as set forth in Article 45C of Chapter 1 of the North Carolina General Statutes. The cost of the arbitration shall be borne equally by the Parties, except that the arbitrator(s) may award the prevailing Party its cost and reasonable attorney's fees in the event that the arbitrator(s) determines that the Parties commenced or pursued the arbitration in bad faith or without just cause. Any arbitrator(s) selected shall make written findings upon which the arbitrator's decision is based and such decision shall be final and binding upon the Parties and shall be enforceable between them in any subsequent legal action or proceeding. The Parties agree that the decision rendered by the arbitrator(s) may be entered as a judgment in the Superior Court of Chatham County, North Carolina, or any other state or federal court having jurisdiction, with the same force and effect as any other judgment.

10. **Miscellaneous.** This Interlocal Agreement constitutes the entire agreement and understanding between the Parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the Parties with respect to the matters contained herein are merged in this Interlocal Agreement. This Interlocal Agreement may not be changed orally, but only by a written document signed by both Parties. No waiver of any of the provisions of this Interlocal Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. The provisions of this Interlocal Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided the assignment has been approved by both Parties. The provisions of this Interlocal Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina. The headings contained in this Interlocal Agreement are solely for the convenience of the Parties and do not constitute a part of this Interlocal Agreement and shall not be used to construe or interpret any provisions hereof. This Interlocal Agreement shall be considered for all purposes as having been prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Interlocal Agreement shall not affect the validity or enforceability of any other provisions of this Interlocal Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Interlocal Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the Parties hereto may execute this Interlocal Agreement by signing any such counterpart.

**IN WITNESS WHEREOF**, Chatham County and the Town of Siler City have executed this Interlocal Agreement effective as of the day and year first written above.

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

\_\_\_\_\_  
Vicki McConnell  
Finance Director  
Chatham County

**CHATHAM COUNTY**

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

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

\_\_\_\_\_  
Tina Stroupe  
Finance Director  
Town of Siler City

**TOWN OF SILER CITY**

By: \_\_\_\_\_  
Name: Roy Lynch  
Title: Town Manager



# Chatham County, NC

## Text File

File Number: 20-3443

**Agenda Date:** 3/16/2020

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Contract

**Agenda Number:**

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

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

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

Discussion & Analysis: Southern Health Partners 3% increase and the addition of an LPN, 20 hours per week, to provide medical services to the Chatham County Detention Center, hereafter referred to as CCDC.

How does this relate to the Comprehensive Plan: GOAL #2: To ensure an effective and efficient government that is responsive to the needs and input of all residents at the CCDC.

The 3% rate increase in conjunction with a 20 hour per week LPN will allow Southern Health Partners to keep to keep strong, well-qualified staff in corrections and cover the growing costs of providing medical services. With the ADP continually rising, as it did in the past 6 months, so have the cost of medical procedures. Our concerns are with only one nurse the screening process that is mandated by the CCDC Health Plan will go past the 14th day mark. Additional concerns are labs, doctor appointments and sick calls not being answered in a timely or acceptable manner; or they will get pushed back in a manner that does not meet the needs pertaining to our medical protocol.

CCDC must also have appropriate documentation on each inmate who is seen or evaluated for medical reasons, provided daily, in the event we have a fill-in nurse or inmates need to be sent to another facility.

Budgetary Impact: Our current contract with Southern Health Partners is \$153,198.12 Southern Health Partners has requested a 3% increase plus adding LPN at 20 hours per week. The requested annual amount would be 188,815.56 (15,734.63 per month) that will accommodate our ADP to 90 inmates.

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





# Southern Health Partners

## ATTACHMENT A

March 9, 2020

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

Re: Health Services Agreement

Dear Sheriff Roberson:

SHP is proud to be partnering with Chatham County for the past twelve years. As the new contract period approaches, we want to thank you and the County for your continued trust and confidence in SHP to handle the medical care program at the Detention Center.

We want to continue to grow and offer the service and results you've come to expect of us. In order to remain competitive while still retaining our quality, we will need a 3% inflationary adjustment on the contract, effective on July 1st in line with the renewal anniversary. The difference in the base rate is \$383.00 more per month.

We have also priced an option to add a LPN nurse at 20 hours per week to the current staffing plan at your facility. Below is a summary of the pricing terms for the staffing change effective May 1, 2020 and the renewal terms with an increase in the average daily population limit effective July 1, 2020.

<b>CURRENT CONTRACT PRICE</b>	<b>\$153,198.12 annually (\$12,766.51 per month)</b>
Add LPN at 20 hours per week	\$29,743.92 annually (\$2,478.66 per month)
<b>NEW CONTRACT PRICE EFFECTIVE 5/1/2020</b>	<b>\$182,942.04 annually (\$15,245.17 per month)</b>
Renewal rate increase of 3% with new per diem rate of \$1.65	\$4,596.00 annually (\$383.00 per month)
Increase ADP limit to 90 inmates; New ADP \$1.65 > 90	\$1,277.52 annually (\$106.46 per month)
<b>NEW CONTRACT PRICE EFFECTIVE 7/1/2020</b>	<b>\$188,815.56 annually (\$15,734.63 per month)</b>

If the County would like to proceed with the staffing change for an effective date of 5/1/2020, then we would need to receive a signed amendment any time prior to 4/1/2020 to allow a 30-day period for the hiring process. Except as modified above, or as may be further amended or modified by mutual agreement between the parties, all provisions of the contract will remain in full force and effect.

Sincerely,  
SOUTHERN HEALTH PARTNERS, INC.

Jeanette Rodriguez  
Contracts Administrator

cc: Captain Tammy Kirkman



NORTH CAROLINA

CHATHAM COUNTY

**FOURTEENTH AMENDMENT TO AGREEMENT**

This Fourteenth Amendment to the Agreement (this "Fourteenth Amendment") is made and entered into effective this 1<sup>st</sup> day of May 2020, by and between **COUNTY OF CHATHAM, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the "County") and **SOUTHERN HEALTH PARTNERS, INC.** (the "Contractor"). The County and the Contractor are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties".

**RECITALS**

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

- N. The County and the Contractor approved the Thirteenth Amendment regarding a 3% increase in the base compensation and per diem rate, effective July 1, 2019 through June 30, 2020.
- O. The County and the Contractor have now agreed to enter into this Fourteenth Amendment regarding the addition of a LPN nurse at 20 hours per week to the current staffing plan, effective May 1, 2020, and a 3% increase in the base compensation and per diem rate, and an increase in average daily population limit, effective July 1, 2020 through June 30, 2021.
- P. The County has provided the Contractor with updated terms and conditions (the "Terms and Conditions") including State and Federal Acts or Certification Requirements, including E-Verify, Iran Divestment, Divestment from Companies that Boycott Israel, among others, and the Contractor has agreed to abide by such requirements.
- Q. The Contractor and the County have agreed to amend the Agreement as provided herein.
- R. The original Agreement, all prior amendments, and this Fourteenth Amendment are collectively hereinafter referred to as the "Agreement".

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

1. TIME OF PERFORMANCE. The Contractor shall commence providing under the Agreement services on the 1<sup>st</sup> day of May, 2020, and shall complete the provision of such services to the reasonable satisfaction of the County on June 30, 2021.

2. COMPENSATION and EXPENSES. As compensation for the services to be provided under the Agreement, the County shall pay the Contractor an additional sum as requested in the Letter dated March 9, 2020, which is incorporated herein as Attachment A and made an integral part hereof.

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

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

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

COUNTY OF CHATHAM

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

ATTEST:

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

SOUTHERN HEALTH PARTNERS, INC.

BY: Lacey LaFuze  
Lacey LaFuze, Vice President and COO

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

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



# Chatham County, NC

## Text File

File Number: 20-3433

---

**Agenda Date:** 3/16/2020

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Appointment

**Agenda Number:**

Vote on a request to approve ETJ appointments to the Town of Pittsboro Planning Board.

Action Requested: Vote on a request to approve appointments to the Town of Pittsboro Planning Board.

Introduction & Background: The Town of Pittsboro requests that the Chatham County Board of Commissioners approve the appointment of Bill Baker as the ETJ regular member and Phillip Bienvenue as the ETJ alternate member of the Town of Pittsboro Planning Board.

Discussion & Analysis:

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

Budgetary Impact: N/A

Recommendation: Motion to approve appointments to the Town of Pittsboro Planning Board.



# Chatham County, NC

## Text File

File Number: 20-3434

---

**Agenda Date:** 3/16/2020

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Appointment

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

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

Introduction & Background: The State Ombudsman's Office has trained and certified four Chatham County residents and requests that they be appointed to the Community Advisory Committee. Marie Watras, Cynthia Smith, Kevyn Immermann, and Patti Liegl will have terms expiring March 15, 2021 and all will be eligible for reappointment to a three year term.

Discussion & Analysis:

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

Budgetary Impact: N/A

Recommendation: Motion to approve appointments to the Community Advisory Committee for nursing homes and adult care homes



# Chatham County, NC

## Text File

File Number: 20-3435

---

**Agenda Date:** 3/16/2020

**Version:** 1

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

**In Control:** Tax Office Assessor

**File Type:** Agenda Item

Vote on a request to approve Tax Releases and Refunds

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

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

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

Recommendation: Vote to approve Tax Releases and Refunds.

DATE 2/03/20  
 TIME 11:37:36  
 USER CHAMY

BOARD REVIEW OF CORRECTED RECEIPTS REPORT  
 CHATHAM CO TAX DEPARTMENT  
 DEPOSIT DATES 1/07/2020 THROUGH 1/31/2020  
 OMIT ABATE CODES ERROR BOER CHGOF PTC

PAGE 1  
 PROG# CL2182

SKIP NEGATIVE ABATEMENTS  
 TAX

YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2010	MILANO MARTIN	1/09/2020	1658797	106			139.54			DOD11/2010 NO ES	NOBOC
** YEAR TOTALS **							139.54				
2012	PHILLIPS MIKE	1/10/2020	1920627	108		86.55				IN WAKE CO. ACCT	OCNTY
2012	PHILLIPS MIKE	1/10/2020	1920628	108		24.74				IN WAKE CO. ACCT	OCNTY
** YEAR TOTALS **							111.29				
2013	PHILLIPS MIKE	1/10/2020	2055975	108		81.14				IN WAKE CO. ACCT	OCNTY
2013	PHILLIPS MIKE	1/10/2020	2055976	108		18.00				IN WAKE CO. ACCT	OCNTY
** YEAR TOTALS **							99.14				
2014	LUNA JOSE ANTONIO	1/24/2020	2141284	107		76.43				MH BURNED IN 201	NOBOC
2014	PHILLIPS MIKE	1/10/2020	2136447	108		75.75				IN WAKE CO. ACCT	OCNTY
2014	PHILLIPS MIKE	1/10/2020	2136448	108		8.10				IN WAKE CO. ACCT	OCNTY
** YEAR TOTALS **							160.28				
2015	LUNA JOSE ANTONIO	1/24/2020	2202692	107		78.05				MH BURNED IN 201	NOBOC
2015	PHILLIPS MIKE	1/10/2020	2198077	108		66.29				IN WAKE CO. ACCT	OCNTY
2015	PHILLIPS MIKE	1/10/2020	2198078	108		2.30				IN WAKE CO. ACCT	OCNTY
** YEAR TOTALS **							146.64				
2016	LUNA JOSE ANTONIO	1/24/2020	2264650	107		79.33				MH BURNED IN 201	NOBOC
2016	PHILLIPS MIKE	1/10/2020	2260336	108		61.77				IN WAKE CO. ACCT	OCNTY
2016	PHILLIPS MIKE	1/10/2020	2260337	108		2.34				IN WAKE CO. ACCT	OCNTY
** YEAR TOTALS **							143.44				
2017	BARNES LISA GAIL	1/08/2020	2549588	109	17.98					VALUE INCLUDED I	DBLST
2017	CURRIN WILLIAM C	1/15/2020	2347933	113				125.00		REMOVAL OF 1 SWF	SWFEE
2017	PHILLIPS MIKE	1/10/2020	2323007	108		50.14				IN WAKE CO. ACCT	OCNTY
2017	PHILLIPS MIKE	1/10/2020	2323008	108		2.32				IN WAKE CO. ACCT	OCNTY
** YEAR TOTALS **							17.98	52.46	125.00		
2018	BARNES LISA GAIL	1/08/2020	2549587	109	18.24					VALUE INCLUDED I	DBLST
2018	BIRDSONG HEATH DWAYNE	1/28/2020	2549740	103		6.23				INCORRECT LATE F	NOLL
2018	CURRIN WILLIAM C	1/15/2020	2413561	113				125.00		REMOVAL OF 1 SWF	SWFEE
** YEAR TOTALS **							18.24	6.23	125.00		
2019	BARNES LISA GAIL	1/08/2020	2549586	109	19.32					VALUE INCLUDED I	DBLST
2019	BIRDSONG HEATH DWAYNE	1/28/2020	2549741	103		6.00				INCORRECT LATE F	NOLL
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2519719	107	1482.55			250.00		HOMEOWNERS ASSOC	EXEMP
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2549697	107				250.00		HOMEOWNERS ASSOC	EXEMP
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2519731	107		505.39				HOMEOWNERS ASSOC	EXEMP
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2519740	107	1045.83					HOMEOWNERS ASSOC	EXEMP

DATE 2/03/20  
 TIME 11:37:36  
 USER CHAMY

BOARD REVIEW OF CORRECTED RECEIPTS REPORT  
 CHATHAM CO TAX DEPARTMENT

PAGE 2  
 PROG# CL2182

SKIP NEGATIVE ABATEMENTS  
 TAX

DEPOSIT DATES 1/07/2020 THROUGH 1/31/2020  
 OMIT ABATE CODES ERROR BOER CHGOF PTC  
 DEPOSIT

YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2519747	107	1645.18					HOMEOWNERS ASSOC	EXEMP
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2519748	107	1388.58					HOMEOWNERS ASSOC	EXEMP
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2519750	107	2733.11					HOMEOWNERS ASSOC	EXEMP
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2519751	107	366.83					HOMEOWNERS ASSOC	EXEMP
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2519752	107	202.08					HOMEOWNERS ASSOC	EXEMP
2019	BRIAR CHAPEL COMMUNITY	1/13/2020	2519753	107	1251.02					HOMEOWNERS ASSOC	EXEMP
2019	CAMPBELL JOSEPH	1/09/2020	2527668	107		37.15				BOAT LOCATED IN	OCNTY
2019	CAMPBELL MICKAL THOMAS	1/21/2020	2502140	201		88.26				CARTERET COUNTY	OCNTY
2019	CURRIN WILLIAM C	1/15/2020	2544461	113					125.00	REMOVAL OF 1 SWF	SWFEE
2019	FITTS JOHN THOMAS	1/08/2020	2485532	101		39.07				LATE LIST APPLIE	NOLL
2019	JORDAN LAKE PROPERTIES LLC	1/30/2020	2520181	105	192.92					M/H LISTED AS PE	MHSLD
2019	MAIN DARRIN GEORGE	1/24/2020	2501547	107		4.28				BOAT IN VA SINCE	MVDOS
2019	MAIN DARRIN GEORGE	1/24/2020	2501548	107		207.96				BT IN VA SINCE 2	MVDOS
2019	RANDOLPH TELEPHONE MEMBERSHIP	1/17/2020	2549585	113	436.86					PER CHRIS MCLAUG	EXEMP
2019	WILKINS COLENE S ETALS	1/16/2020	2536413	105	707.31					CO SPLIT/APPR IN	LUERR
** YEAR TOTALS **					11976.98	382.72			625.00		
2020	METAL IMPRESSIONS INC	1/22/2020	2549733	201		10.42				LL PEN 20% INSTE	NOLL
** YEAR TOTALS **						10.42					
*** FINAL TOTALS ***					12013.20	1112.62	139.54		875.00		

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





North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
ACUGRAPHICS INC	ACUGRAPHICS INC	WHITE, RICHARD WALKER	104 VERDE RD		APEX, NC 27523	Proration	0021101800	PRX6552	AUTHORIZED	121245304	Refund Generated due to proration on Bill #0021101800-2018-0000-00
AMBROSINO, JOAN LOUISE	AMBROSINO, JOAN LOUISE		113 OLIVEPARK DR		HOLLY SPRINGS, NC 27540	Proration	0042363373	FAB8000	AUTHORIZED	180668901	Refund Generated due to proration on Bill #0042363373-2018-0000-00
AMY, HEATHER ERIN	AMY, HEATHER ERIN	AMY, JASON DOUGLAS	43 LILY MCCOY LN		PITTSBORO, NC 27312	Proration	0009183779	WRV6955	AUTHORIZED	120774920	Refund Generated due to proration on Bill #0009183779-2018-0000-00
BLYSTONE, KATHLEEN LIBERATORI	BLYSTONE, KATHLEEN LIBERATORI	BLYSTONE, MICHELLE LYNN	11468 NC 902 HWY		BEAR CREEK, NC 27207	Proration	0028451097	WZJ7393	AUTHORIZED	120774876	Refund Generated due to proration on Bill #0028451097-2019-0000-00
BONGINO, JOHN FREDERICK	BONGINO, JOHN FREDERICK		1132 MARSALIS WAY		CARY, NC 27519	Adjustment < \$100	0019683179	CEL6768	AUTHORIZED	181622847	Refund Generated due to adjustment on Bill #0019683179-2019-0000-00



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	02/26/2020	2/26/2020 2:29:04 PM
ie	Vehicle Sold	02/10/2020	2/17/2020 11:45:22 AM
ie	Vehicle Sold	02/17/2020	2/17/2020 2:42:08 PM
ie	Vehicle Sold	02/17/2020	2/17/2020 1:49:50 PM
ie	Adjustment	02/24/2020	2/24/2020 11:56:10 AM



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$9.12)	\$0.00	(\$9.12)
07	Tax	(\$1.49)	\$0.00	(\$1.49)
			Refund	\$10.61
00	Tax	(\$66.14)	\$0.00	(\$66.14)
23	Tax	(\$36.85)	\$0.00	(\$36.85)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$102.99
00	Tax	(\$5.97)	(\$0.34)	(\$6.31)
21	Tax	(\$4.12)	(\$0.24)	(\$4.36)
			Refund	\$10.67
00	Tax	(\$28.74)	\$0.00	(\$28.74)
03	Tax	(\$3.00)	\$0.00	(\$3.00)
			Refund	\$31.74
00	Tax	(\$4.86)	\$0.00	(\$4.86)
23	Tax	(\$2.54)	\$0.00	(\$2.54)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$7.40



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
BUCKNER, DEBORAH COLLINS	BUCKNER, DEBORAH COLLINS		1867 HANKS CHAPEL RD		PITTSBORO, NC 27312	Proration	0042821533	CJ18505	AUTHORIZED	120685674	Refund Generated due to proration on Bill #0042821533-2018-0000-00
BURNS, DIANE DOWD	BURNS, DIANE DOWD		981 MOUNT VERNON SPRINGS	RD	SILER CITY, NC 27344	Proration	0050139085	FHZ8422	AUTHORIZED	120630394	Refund Generated due to proration on Bill #0050139085-2019-0000-00
CAKIR, JANET FERGUSON	CAKIR, JANET FERGUSON		122 FORKED PINE CT		CHAPEL HILL, NC 27517	Proration	0025825259	CDC4031	AUTHORIZED	120774710	Refund Generated due to proration on Bill #0025825259-2018-0000-00
CAROLINA TRANSPORT SERVICES LLC	CAROLINA TRANSPORT SERVICES LLC		566 NEODAK RD		APEX, NC 27523	Proration	0025991928	ZB43019	AUTHORIZED	121082132	Refund Generated due to proration on Bill #0025991928-2018-0000-00
CAROLINA TRANSPORT SERVICES LLC	CAROLINA TRANSPORT SERVICES LLC		566 NEODAK RD		APEX, NC 27523	Proration	0033803738	ZB41711	AUTHORIZED	121082128	Refund Generated due to proration on Bill #0033803738-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	02/14/2020	2/17/2020 11:45:22 AM
ie	Vehicle Sold	02/13/2020	2/17/2020 11:45:22 AM
ie	Vehicle Sold	02/17/2020	2/17/2020 11:42:28 AM
ie	Vehicle Sold	02/24/2020	2/24/2020 2:49:31 PM
ie	Vehicle Sold	02/24/2020	2/28/2020 3:43:36 PM

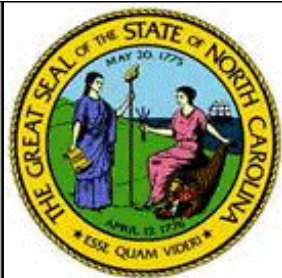


North Carolina Ver

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$108.26)	\$0.00	(\$108.26)
09	Tax	(\$13.53)	\$0.00	(\$13.53)
			Refund	\$121.79
00	Tax	(\$93.49)	\$0.00	(\$93.49)
03	Tax	(\$9.77)	\$0.00	(\$9.77)
			Refund	\$103.26
00	Tax	(\$41.47)	\$0.00	(\$41.47)
07	Tax	(\$6.80)	\$0.00	(\$6.80)
			Refund	\$48.27
00	Tax	(\$66.80)	\$0.00	(\$66.80)
07	Tax	(\$10.95)	\$0.00	(\$10.95)
			Refund	\$77.75
00	Tax	(\$119.65)	\$0.00	(\$119.65)
07	Tax	(\$19.62)	\$0.00	(\$19.62)
			Refund	\$139.27



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
CAROLINA TRANSPORT SERVICES LLC	CAROLINA TRANSPORT SERVICES LLC		566 NEODAK RD		APEX, NC 27523	Proration	0033802981	ZB41710	AUTHORIZED	121082124	Refund Generated due to proration on Bill #0033802981-2018-0000-00
CISZEK, TERESA SPRAITZ	CISZEK, TERESA SPRAITZ	CISZEK, THOMAS ARTHUR	307 CANOPY		PITTSBORO, NC 27312	Proration	0049128460	ZXW7043	AUTHORIZED	121167728	Refund Generated due to proration on Bill #0049128460-2018-0000-00
CLARK, PAUL BENJAMIN	CLARK, PAUL BENJAMIN		335 HUBERT HERNDON RD		CHAPEL HILL, NC 27516	Proration	0051430162	CDA7020	AUTHORIZED	120192638	Refund Generated due to proration on Bill #0051430162-2019-0000-00
CLARKE, BILLIE GIVEN	CLARKE, BILLIE GIVEN		79 PEAKVIEW PL		CHAPEL HILL, NC 27517	Proration	0018809729	ZWY2770	AUTHORIZED	120685662	Refund Generated due to proration on Bill #0018809729-2018-0000-00
CLAYTON, DONALD BOONE JR	CLAYTON, DONALD BOONE JR		3344 CHATHAM CHURCH RD		MONCURE, NC 27559	Proration	0019602345	EF7263	AUTHORIZED	120825722	Refund Generated due to proration on Bill #0019602345-2019-0000-00



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	02/24/2020	2/28/2020 3:43:36 PM
ie	Vehicle Sold	02/25/2020	2/25/2020 2:27:39 PM
ie	Vehicle Sold	02/04/2020	2/4/2020 4:33:04 PM
ie	Vehicle Sold	02/14/2020	2/14/2020 10:09:55 AM
ie	Vehicle Sold	02/18/2020	2/18/2020 11:00:55 AM





North Carolina Ver

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$119.65)	\$0.00	(\$119.65)
07	Tax	(\$19.62)	\$0.00	(\$19.62)
			Refund	\$139.27
00	Tax	(\$21.32)	\$0.00	(\$21.32)
07	Tax	(\$3.49)	\$0.00	(\$3.49)
			Refund	\$24.81
00	Tax	(\$61.71)	\$0.00	(\$61.71)
07	Tax	(\$9.95)	\$0.00	(\$9.95)
			Refund	\$71.66
00	Tax	(\$20.76)	\$0.00	(\$20.76)
07	Tax	(\$3.40)	\$0.00	(\$3.40)
			Refund	\$24.16
00	Tax	(\$73.76)	\$0.00	(\$73.76)
06	Tax	(\$13.48)	\$0.00	(\$13.48)
			Refund	\$87.24



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
COLLINS, JAMES DALTON	COLLINS, JAMES DALTON		5992 PLEASANT HILL CHURCH		SILER CITY, NC 27344	Adjustment >= \$100	0051812049	60290	AUTHORIZED	120269446	Refund Generated due to adjustment on Bill #0051812049-2019-0000-00
CRANDALL, MARGARET GANIER	CRANDALL, MARGARET GANIER		242 TASKER HILL RD		PITTSBORO, NC 27312	Proration	0001300320	WNH8907	AUTHORIZED	120685538	Refund Generated due to proration on Bill #0001300320-2019-0000-00
DEAN, BRIAN JEFFREY	DEAN, BRIAN JEFFREY	DEAN, ANN MARIE	218 FOREST LIGHT LN		PITTSBORO, NC 27312	Proration	0048177982	DEK6543	AUTHORIZED	120269858	Refund Generated due to proration on Bill #0048177982-2018-0000-00
FENIMORE, CHRISTIE ATKINS	FENIMORE, CHRISTIE ATKINS		417 ARVADA DR		CARY, NC 27519	Proration	0037950544	EEB1428	AUTHORIZED	181622889	Refund Generated due to proration on Bill #0037950544-2019-0000-00
FLORES, FIDELINO TUMANG	FLORES, FIDELINO TUMANG		920 QUEENSDALE DR		CARY, NC 27519	Proration	0040689605	EHN3580	AUTHORIZED	180404127	Refund Generated due to proration on Bill #0040689605-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Adjustment	02/05/2020	2/17/2020 11:45:40 AM
ie	Reg . Out of state	02/14/2020	2/14/2020 8:49:12 AM
ie	Vehicle Sold	02/05/2020	2/5/2020 4:57:48 PM
ie	Vehicle Totalled	02/24/2020	2/24/2020 12:07:45 PM
ie	Vehicle Sold	02/05/2020	2/5/2020 11:50:04 AM

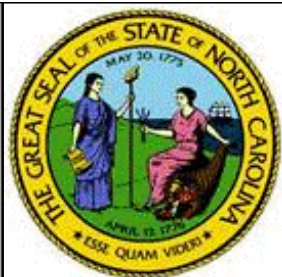


North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$122.61)	\$0.00	(\$122.61)
09	Tax	(\$14.37)	\$0.00	(\$14.37)
			Refund	\$136.98
00	Tax	(\$18.79)	\$0.00	(\$18.79)
09	Tax	(\$2.20)	\$0.00	(\$2.20)
			Refund	\$20.99
00	Tax	(\$26.44)	\$0.00	(\$26.44)
07	Tax	(\$4.33)	\$0.00	(\$4.33)
			Refund	\$30.77
00	Tax	(\$36.45)	\$0.00	(\$36.45)
23	Tax	(\$19.04)	\$0.00	(\$19.04)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$55.49
00	Tax	(\$10.17)	\$0.00	(\$10.17)
23	Tax	(\$5.67)	\$0.00	(\$5.67)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$15.84



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
FRITCH, SHEILA MONTOYA	FRITCH, SHEILA MONTOYA		601 FINNBAR DR		CARY, NC 27519	Proration	0035014965	PKZ9556	AUTHORIZED	181867761	Refund Generated due to proration on Bill #0035014965-2018-0000-00
GARY, GRANT NORMAN	GARY, GRANT NORMAN		27 MARGARET MANN WAY		PITTSBORO, NC 27312	Proration	0008534702	CA91870	AUTHORIZED	120685686	Refund Generated due to proration on Bill #0008534702-2019-0000-00
GEORGE, JUDY JOHNSON	GEORGE, JUDY JOHNSON		2112 MONCURE PITTSBORO RD		MONCURE, NC 27559	Adjustment < \$100	0051952115	70549	AUTHORIZED	120774954	Refund Generated due to adjustment on Bill #0051952115-2019-0000-00
GLANTZ, LOUISE E	GLANTZ, LOUISE E		10355 NASH		CHAPEL HILL, NC 27517	Proration	0051383883	HEM3089	AUTHORIZED	121167546	Refund Generated due to proration on Bill #0051383883-2019-0000-00
HARRIS, CREDLE ALLEN	HARRIS, CREDLE ALLEN		199 CLIFFDALE RD		CHAPEL HILL, NC 27516	Proration	0049601867	HDA5070	AUTHORIZED	121002930	Refund Generated due to proration on Bill #0049601867-2019-0000-00



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	02/26/2020	2/26/2020 12:00:42 PM
ie	Vehicle Sold	02/14/2020	2/14/2020 10:26:01 AM
ie	Adjustment	02/17/2020	2/17/2020 3:01:59 PM
ie	Vehicle Sold	02/25/2020	2/25/2020 12:00:00 PM
ie	Vehicle Sold	02/21/2020	2/21/2020 2:05:38 PM

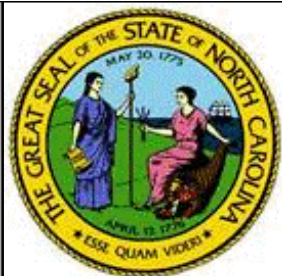


North Carolina Ver

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$9.78)	\$0.00	(\$9.78)
23	Tax	(\$5.45)	\$0.00	(\$5.45)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$15.23
00	Tax	(\$3.46)	\$0.00	(\$3.46)
07	Tax	(\$0.56)	\$0.00	(\$0.56)
			Refund	\$4.02
00	Tax	(\$70.69)	\$0.00	(\$70.69)
06	Tax	(\$12.93)	\$0.00	(\$12.93)
			Refund	\$83.62
00	Tax	(\$18.12)	\$0.00	(\$18.12)
07	Tax	(\$2.92)	\$0.00	(\$2.92)
			Refund	\$21.04
00	Tax	(\$40.00)	\$0.00	(\$40.00)
07	Tax	(\$6.45)	\$0.00	(\$6.45)
			Refund	\$46.45



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
KAMAL, ALI SAMI	KAMAL, ALI SAMI		304 HILLDALE DR		ANN ARBOR, MI 48105	Proration	0048304091	52A4SM	AUTHORIZED	121003112	Refund Generated due to proration on Bill #0048304091-2018-0000-00
KAMAL, ALI SAMI	KAMAL, ALI SAMI		304 HILLDALE DR		ANN ARBOR, MI 48105	Proration	0050636332	3T47BP	AUTHORIZED	121003116	Refund Generated due to proration on Bill #0050636332-2019-0000-00
LANDAU, SHERRY LEE	LANDAU, SHERRY LEE		6933 HOLBROOK CV		BRADENTON, FL 34202	Proration	0035754430	LANSTER	AUTHORIZED	120825558	Refund Generated due to proration on Bill #0035754430-2018-0000-00
LEWIS, NANCY CAROLINE	LEWIS, GEORGE EUGENE JR		157 LAKESTONE EST		PITTSBORO, NC 27312	Proration	0032600514	FD2952	AUTHORIZED	120685766	Refund Generated due to proration on Bill #0032600514-2019-0000-00
LEWIS, THOMAS CHARLES	LEWIS, THOMAS CHARLES		PO BOX 137		MONCURE, NC 27559	Adjustment < \$100	0047004858	FMB8915	AUTHORIZED	121245020	Refund Generated due to adjustment on Bill #0047004858-2019-0000-00





North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Reg . Out of state	02/21/2020	2/21/2020 4:18:09 PM
ie	Reg . Out of state	02/21/2020	2/21/2020 4:19:57 PM
ie	Reg . Out of state	02/18/2020	2/18/2020 8:38:20 AM
ie	Vehicle Sold	02/14/2020	2/17/2020 11:45:22 AM
ie	Adjustment	02/26/2020	2/26/2020 10:16:18 AM



North Carolina Ver

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$74.62)	\$0.00	(\$74.62)
07	Tax	(\$12.23)	\$0.00	(\$12.23)
			Refund	\$86.85
00	Tax	(\$70.20)	\$0.00	(\$70.20)
07	Tax	(\$11.32)	\$0.00	(\$11.32)
			Refund	\$81.52
00	Tax	(\$66.98)	\$0.00	(\$66.98)
05	Tax	(\$13.33)	\$0.00	(\$13.33)
			Refund	\$80.31
00	Tax	(\$111.98)	\$0.00	(\$111.98)
05	Tax	(\$20.89)	\$0.00	(\$20.89)
			Refund	\$132.87
00	Tax	(\$13.53)	\$0.00	(\$13.53)
05	Tax	(\$2.52)	\$0.00	(\$2.52)
			Refund	\$16.05



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
LONGNECKER, WILLIAM KARL	LONGNECKER, WILLIAM KARL	LONGNECKER, HELEN THERESA	5705 FAYETTEVILLE RD	APT 2226	DURHAM, NC 27713	Proration	0001311205	BKL9073	AUTHORIZED	181028556	Refund Generated due to proration on Bill #0001311205-2018-0000-00
LUCAS, JAN MCKAIG	LUCAS, JAN MCKAIG		742 PROVIDENCE CHURCH RD		PITTSBORO, NC 27312	Proration	0037933227	EDZ5559	AUTHORIZED	120571714	Refund Generated due to proration on Bill #0037933227-2019-0000-00
MELAUGH, PHILIP CARR	MELAUGH, PHILIP CARR	MELAUGH, MARY RITA	5202 FLANAGAN		GLASTONBURY, CT 06033	Proration	0043473652	FBL6873	AUTHORIZED	120269262	Refund Generated due to proration on Bill #0043473652-2019-0000-00
MILLS, FAYE GOLDSTON	MILLS, FAYE GOLDSTON		126 WESLEY GOLDSTON RD		PITTSBORO, NC 27312	Proration	0018819336	AFC9241	AUTHORIZED	120686152	Refund Generated due to proration on Bill #0018819336-2018-0000-00
NOWREY, SHAWN PATRICK	NOWREY, SHAWN PATRICK		2821 SUNNYFIELD LN		LINDEN, NC 28356	Adjustment < \$100	0050345870	CJ20149	AUTHORIZED	240384164	Refund Generated due to adjustment on Bill #0050345870-2019-0000-00



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	02/14/2020	2/14/2020 10:34:58 AM
ie	Vehicle Sold	02/12/2020	2/12/2020 12:58:03 PM
ie	Reg . Out of state	02/05/2020	2/17/2020 11:45:22 AM
ie	Vehicle Totalled	02/14/2020	2/14/2020 3:42:51 PM
ie	Adjustment	02/04/2020	2/4/2020 9:31:38 AM



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$14.61)	\$0.00	(\$14.61)
23	Tax	(\$8.14)	\$0.00	(\$8.14)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
	Refund			\$22.75
00	Tax	(\$66.69)	\$0.00	(\$66.69)
06	Tax	(\$12.19)	\$0.00	(\$12.19)
	Refund			\$78.88
00	Tax	(\$101.50)	\$0.00	(\$101.50)
07	Tax	(\$16.36)	\$0.00	(\$16.36)
	Refund			\$117.86
00	Tax	(\$11.27)	\$0.00	(\$11.27)
06	Tax	(\$2.20)	\$0.00	(\$2.20)
	Refund			\$13.47
00	Tax	(\$36.43)	\$0.00	(\$36.43)
04	Tax	(\$4.90)	\$0.00	(\$4.90)
	Refund			\$41.33



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
SANCHEZ RIVERA, LUNA TAINA	SANCHEZ RIVERA, LUNA TAINA	MONSERRAT, MARCOS	359 BELLEMONT RD		PITTSBORO, NC 27312	Proration	0046151709	TPF4670	AUTHORIZED	120887472	Refund Generated due to proration on Bill #0046151709-2018-0000-00
SCOFIELD, CAROL LEE	SCOFIELD, CAROL LEE	PULLIAM, BRENDA LEE	218 CASSIDY LN		CHAPEL HILL, NC 27516	Adjustment < \$100	0035041100	EHW1164	AUTHORIZED	120630380	Refund Generated due to adjustment on Bill #0035041100-2019-0000-00
SHOBANDE, OLUJIDE OLUKAYODE	SHOBANDE, OLUJIDE OLUKAYODE		116 THE PRESERVE TRL		CHAPEL HILL, NC 27517	Proration	0037546115	EET6328	AUTHORIZED	120444992	Refund Generated due to proration on Bill #0037546115-2018-0000-00
SIPE, NOEL CAMERON	SIPE, NOEL CAMERON	SIPE, JENNIFER STRICKLAND	225 LAKESTONE EST		PITTSBORO, NC 27312	Proration	0018806565	NXJ7400	AUTHORIZED	120393182	Refund Generated due to proration on Bill #0018806565-2018-0000-00
SIPE, NOEL CAMERON	SIPE, NOEL CAMERON		225 LAKESTONE EST		PITTSBORO, NC 27312	Proration	0023157049	CDZ2203	AUTHORIZED	120393174	Refund Generated due to proration on Bill #0023157049-2019-0000-00



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	02/19/2020	2/28/2020 3:43:36 PM
ie	Adjustment	02/13/2020	2/13/2020 4:28:09 PM
ie	Vehicle Sold	02/10/2020	2/10/2020 8:12:36 AM
ie	Vehicle Sold	02/07/2020	2/7/2020 3:43:09 PM
ie	Vehicle Sold	02/07/2020	2/7/2020 3:40:49 PM



North Carolina Ver

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$103.41)	\$0.00	(\$103.41)
21	Tax	(\$71.34)	\$0.00	(\$71.34)
			Refund	\$174.75
00	Tax	(\$78.29)	\$0.00	(\$78.29)
07	Tax	(\$12.62)	\$0.00	(\$12.62)
			Refund	\$90.91
00	Tax	(\$16.48)	(\$0.83)	(\$17.31)
07	Tax	(\$2.71)	(\$0.13)	(\$2.84)
			Refund	\$20.15
00	Tax	(\$11.12)	\$0.00	(\$11.12)
05	Tax	(\$2.21)	\$0.00	(\$2.21)
			Refund	\$13.33
00	Tax	(\$54.40)	\$0.00	(\$54.40)
05	Tax	(\$10.15)	\$0.00	(\$10.15)
			Refund	\$64.55



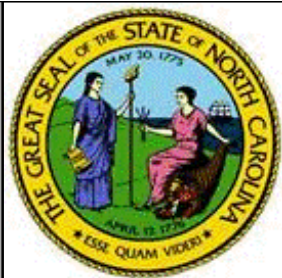


North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
SPRINGFIELD, RANDALL SCOTT	SPRINGFIELD, RANDALL SCOTT		600 DIXON HOUSE CT		WAKE FOREST, NC 27587	Proration	0036727176	XZE5846	AUTHORIZED	120629958	Refund Generated due to proration on Bill #0036727176-2018-0000-00
TAYLOR, DAVID MERRILL	TAYLOR, DAVID MERRILL		18 SUNNYSIDE CT		CHAPEL HILL, NC 27516	Proration	0027328072	XVC7200	AUTHORIZED	120325536	Refund Generated due to proration on Bill #0027328072-2018-0000-00
THOMAS, JOEL LADD	THOMAS, JOEL LADD		39516 GLENN GLADE		CHAPEL HILL, NC 27517	Proration	0045094063	PLF3005	AUTHORIZED	121003162	Refund Generated due to proration on Bill #0045094063-2019-0000-00
VANDERMAR K, KRISTOFER JAMES	VANDERMAR K, KRISTOFER JAMES		818 RIVER RD		DEPOSIT, NY 13754	Adjustment < \$100	0051928930	1G02FAST	AUTHORIZED	120946780	Refund Generated due to adjustment on Bill #0051928930-2019-0000-00
VERMEIREN, JAN CASIMIR	VERMEIREN, JAN CASIMIR		51301 EASTCHURCH		CHAPEL HILL, NC 27517	Proration	0051894198	HEV6404	AUTHORIZED	120946860	Refund Generated due to proration on Bill #0051894198-2019-0000-00



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	02/13/2020	2/13/2020 9:03:59 AM
ie	Reg . Out of state	02/06/2020	2/6/2020 10:49:32 AM
ie	Vehicle Sold	02/21/2020	2/28/2020 3:43:36 PM
ie	Adjustment	02/20/2020	2/20/2020 11:01:59 AM
ie	Tag Surrender	02/20/2020	2/28/2020 3:43:36 PM



North Carolina Ver

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$64.40)	\$0.00	(\$64.40)
07	Tax	(\$10.56)	\$0.00	(\$10.56)
			Refund	\$74.96
00	Tax	(\$18.39)	\$0.00	(\$18.39)
07	Tax	(\$3.02)	\$0.00	(\$3.02)
			Refund	\$21.41
00	Tax	(\$580.64)	\$0.00	(\$580.64)
07	Tax	(\$93.59)	\$0.00	(\$93.59)
			Refund	\$674.23
00	Tax	(\$49.31)	\$0.00	(\$49.31)
07	Tax	(\$7.95)	\$0.00	(\$7.95)
			Refund	\$57.26
00	Tax	(\$251.99)	\$0.00	(\$251.99)
07	Tax	(\$40.62)	\$0.00	(\$40.62)
			Refund	\$292.61



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
WATTS, STEFANIE NOELLE	WATTS, STEFANIE NOELLE		112 BRADLEY CIR		DURHAM, NC 27713	Proration	0033980383	BEM1030	AUTHORIZED	120393154	Refund Generated due to proration on Bill #0033980383-2019-0000-00
WEBSTER, LEE GORDON	WEBSTER, LEE GORDON		295 N SERENITY HILL CIR		CHAPEL HILL, NC 27516	Proration	0043065852	FDJ9598	AUTHORIZED	120393172	Refund Generated due to proration on Bill #0043065852-2018-0000-00



North Carolina Veh

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	02/07/2020	2/7/2020 3:21:33 PM
ie	Vehicle Sold	02/07/2020	2/7/2020 3:39:53 PM



North Carolina Ver

**NCVTS Pending**

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$19.65)	\$0.00	(\$19.65)
12	Tax	(\$3.22)	\$0.00	(\$3.22)
			Refund	\$22.87
00	Tax	(\$12.71)	\$0.00	(\$12.71)
07	Tax	(\$2.08)	\$0.00	(\$2.08)
			Refund	\$14.79
			Refund Total	\$3625.03



North Carolina Ver

NCVTS Pending

Report Date 3/2/2020 2:52:57 PM

Tax Jurisdiction	District Type	Net Change
00	COUNTY	(\$3,027.98)
21	CITY	(\$75.70)
23	CITY	(\$77.69)
03	FIRE	(\$12.77)
04	FIRE	(\$4.90)
05	FIRE	(\$49.10)
06	FIRE	(\$40.80)
07	FIRE	(\$302.77)
09	FIRE	(\$30.10)
12	FIRE	(\$3.22)
Total		(\$3,625.03)

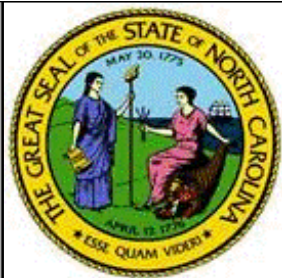


North Carolina Ver

**NCVTS Pending**

Report Date 3/2/2020 2:52:57 PM





North Carolina Ver

**NCVTS Pending**

Report Date 3/2/2020 2:52:57 PM

Report Parameters





# Chatham County, NC

## Text File

File Number: 20-3436

---

**Agenda Date:** 3/16/2020

**Version:** 1

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

**In Control:** Tax Office Assessor

**File Type:** Resolution

Vote on a request to approve Tax Department - Electronic Listing Resolution

Action Requested: Vote on a request to approve to permit electronic listing of personal property.

Introduction & Background: N.C.G.S. 105-310.1 authorizes Counties to permit electronic listing of personal property in accordance with the NC Department of Revenue electronic listing standards and requirements.

Discussion & Analysis: The Board of County Commissioners may, by resolution, provide for and authorize personal property listing to be submitted and signed electronically. The tax office will use an approved third-party listing system with the NC Department of Revenue. Also, the listing will be filed with the assessor on a form approved by NCDOR, and the taxpayer will be able to print a paper version of the personal property listing. The affirmation must be signed using an electronic signature method approved by NCDOR. Electronic listing will also allow taxpayers to file an extension for tax listings in accordance with N.C.G.S. 105-307 and 105-304.

How does this relate to the Comprehensive Plan: NA

Budgetary Impact: Approximate cost to initiate process is \$3,000.

Recommendation: Approve Electronic Listing Resolution.



## CHATHAM COUNTY COMMISSIONERS

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

## COUNTY MANAGER

Dan LaMontagne

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

Established 1771

## Resolution of the Chatham County Board of Commissioners

**WHEREAS**, N.C.G.S. 105-310.1 authorizes Counties to permit electronic listing of personal property, and

**WHEREAS**, N.C.G.S. 105-307 permits the Board of County Commissioners to extend the deadline for filing electronic listings of personal property under N.C.G.S. 105-304 to June 1, as long as the Notice requirements of N.C.G.S. 105-296(c) are published; and

**WHEREAS**, N.C.G.S. 105-311(b) authorizes electronic signature of personal property listings which are submitted electronically,

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. Chatham County Board of Commissioners pursuant to N.C.G.S. 105-310.1 by this Resolution provides for and authorizes personal property listing to be submitted and signed electronically.
2. Electronic listing of personal property may be accomplished by a taxpayer as follows: 1. Electronic listings of personal property must be submitted online; 2. Facsimiles shall not be accepted as electronic listings of personal property; and 3. In order to list personal property electronically, a taxpayer must use an electronic listing application approved by Chatham County Tax Assessor.
3. Extension of listing period to electronically file personal property listings after January 31, may be allowed if the taxpayer first files an online request for an extension of time during the month of January, on or before January 31, and if the taxpayer provides an Account ID obtained from the Chatham County Tax Assessor and associated with the location of the personal property for which the extension is requested. Once an extension of time has been granted by the Chatham County Tax Assessor the electronic filing must be received by the Chatham County Tax Assessor no later than March 15 in order to avoid late listing penalties.
4. This resolution shall be recorded in the minutes of the Chatham County Board of Commissioners and notice of the procedure and extension of time for electronic filing of personal property listings shall be published as required by N.C.G.S. 105-296(c).
5. This resolution is effective upon adoption and for all tax years after its adoption and at such time as the Chatham County Tax Assessor has the ability to implement a system for electronic listing.

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

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

ATTEST:

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



# Chatham County, NC

## Text File

File Number: 20-3439

---

**Agenda Date:** 3/16/2020

**Version:** 1

**Status:** Agenda Ready

**In Control:** Sheriff's Office

**File Type:** Agenda Item

Vote on a Request to approve competitive bid exemption for standardization and current "sole source," for Chatham County Sheriff's Office driving simulator, manufactured by Drive Square, Inc.

Action Requested: Vote on a Request to approve competitive bid exemption for standardization and current "sole source," for Chatham County Sheriff's Office driving simulator, manufactured by Drive Square, Inc.

Introduction & Background: The North Carolina General Statute 143-129(e)(6) authorizes Local Governments to purchase without bidding when standardization is the over-riding consideration and price competition for a product is not available. The driving simulator is manufactured and sold by Drive Square, Inc.

Discussion & Analysis: Drive Square Inc. is the sole provider of the unit.

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

Budgetary Impact: Forfeited property Federal funds will be used for the purchase in the amount of \$40,400.

Recommendation: Motion to Approve competitive bid exemption for standardization and current "sole source," for the Chatham County Sheriff's office driving simulator, Drive Square Inc.



# Chatham County, NC

## Text File

File Number: 20-3440

**Agenda Date:** 3/16/2020

**Version:** 1

**Status:** Agenda Ready

**In Control:** Sheriff's Office

**File Type:** Agenda Item

Vote on a Request to approve competitive bid exemption for standardization and current "sole source," for Chatham County Sheriff's Office narcotics camera ,Hermit Cam HD Transformer modular/multi-disguise network video surveillance system manufactured by, Crime Point Inc.

Action Requested: Vote on a Request to approve competitive bid exemption for standardization and current "sole source," for Chatham County Sheriff's Office covert video surveillance equipment, designed exclusively for law enforcement, manufactured by Crime Point, Inc.

Introduction & Background: The North Carolina General Statute 143-129(e)(6) authorizes Local Governments to purchase without bidding when standardization is the over-riding consideration and price competition for a product is not available. The video surveillance equipment is manufactured and sold by Crime Point, Inc.

Discussion & Analysis: Crime Point Inc. is the sole provider of the unit.

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

Budgetary Impact: Revenue funds from concealed weapons permits will be used for the purchase in the amount of \$14,647.

Recommendation: Motion to Approve competitive bid exemption for standardization and current "sole source," for the Chatham County Sheriff's office video surveillance equipment, Drive Square Inc.



# Chatham County, NC

## Text File

File Number: 20-3441

---

**Agenda Date:** 3/16/2020

**Version:** 1

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

**In Control:** Sheriff's Office

**File Type:** Agenda Item

Vote on a request to approve to award a service weapon to retiring Deputy Chris Perry

Action Requested: Motion to surplus weapon and award the service weapon to Deputy Chris Perry on the event of his retirement from The Chatham County Sheriff's Office.

Introduction & Background: Deputy Chris Perry has served over 23 years.

Discussion & Analysis: In years past, on the event of a long-serving, sworn officer's retirement, their assigned service weapon, Glock 40 cal. model 22, has been surplused and presented to them upon their retirement. It is our desire to honor Deputy Chris Perry's service to Chatham County and its citizens in this way.

Budgetary Impact: None. This will have no effect on our operating budget.

Recommendation: Motion to surplus weapon and award the service weapon to Deputy Chris Perry on the event of his retirement from the Chatham County Sheriff's Office.



# Chatham County, NC

## Text File

File Number: 20-3442

**Agenda Date:** 3/16/2020

**Version:** 1

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

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

**File Type:** Agenda Item

Vote on a request to approve grant application to Office of Juvenile Justice and Delinquency Prevention 2020 Family Drug Court Program for funding to expand and enhance a Family Treatment Court for 15B Chatham County.

Action Requested: Vote on a request to approve grant application to Office of Juvenile Justice Delinquency Prevention 2020 Family Drug Court Program to establish a local Family Treatment Court. The Family Treatment Court would be include evidenced based community resources and services to support parents/caretakers who require treatment for a substance use disorder and who are involved with the child welfare system as a result of child abuse, neglect or other parenting issues.

Introduction & Background: Currently, Chatham County has families involved in Family Treatment Court in Orange County, which has been a huge struggle for many parents due to transportation and the lack of local resources. Establishing a Family Treatment Court in Chatham will hopefully alleviate transportation issues as we hope to include and build a supportive network of local providers. Chatham Family Treatment Court will provide a multidisciplinary approach to supporting families engage in treatment and complete their case plan associated with their child welfare case.

Discussion & Analysis: Award is for a three year period not to exceed \$750,000 to begin 10/1/2020 and conclude 9/30/2023. A 25% match is required and will be funded through current county funded positions and contracts.

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

Budgetary Impact: The 25% match will be taken from a percentage of existing county positions such as Director Court Programs, Foster Care Social Worker and Investigations as these positions are currently serving this population. This grant will establish a new Substance Abuse Counselor position.

Recommendation: Approve permission to apply for grant award.





# Chatham County, NC

## Text File

File Number: 20-3447

---

**Agenda Date:** 3/16/2020

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to move all public hearings to the April 20, 2020 Board of Commissioners Meeting.



# Chatham County, NC

## Text File

File Number: 20-3426

**Agenda Date:** 3/16/2020

**Version:** 1

**Status:** Public Hearing

**In Control:** Planning

**File Type:** Agenda Item

A legislative public hearing for a request from Bold Development Group, LLC for a conditional district rezoning on Parcels 18901, 18757, 18758, 80023, 65382, 76461, 60704, 18789, 18892, 18747, 18760, 18889, 18891, and 18748 collectively "William's Corner Commercial Development", located on US 15-501 N and Lystra Rd, being approximately 118 total acres, to rezone from Conditional Use Business (CU-B1) with a Conditional Use Permit for a Planned Unit Development and R1, Residential, to Conditional District Mixed Use (CD-MU) zoning district containing retail, commercial, office, storage, and multi-family residential.

### **Action Requested:**

A legislative public hearing for a request from Bold Development Group, LLC for a conditional district rezoning on Parcels 18901, 18757, 18758, 80023, 65382, 76461, 60704, 18789, 18892, 18747, 18760, 18889, 18891, and 18748 collectively "William's Corner Commercial Development", located on US 15-501 N and Lystra Rd, being approximately 118 total acres, to rezone from Conditional Use Business (CU-B1) with a Conditional Use Permit for a Planned Unit Development and R1, Residential, to Conditional District Mixed Use (CD-MU) zoning district containing retail, commercial, office, storage, and multi-family residential.

### **Introduction & Background:**

### **Discussion & Analysis:**

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

### **Recommendation:**



# Chatham County, NC

## Text File

File Number: 20-3427

---

**Agenda Date:** 3/16/2020

**Version:** 1

**Status:** Public Hearing

**In Control:** Planning

**File Type:** Agenda Item

A legislative public hearing for a request from Bold Development Group, LLC for a Zoning Ordinance text amendment to Section 10.12.F Exterior Boundary Setbacks for mixed use developments.

**Action Requested:**

A legislative public hearing for a request from Bold Development Group, LLC for a Zoning Ordinance text amendment to Section 10.12.F Exterior Boundary Setbacks for mixed use developments.

**Introduction & Background:**

**Discussion & Analysis:**

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

**Recommendation:**