



Chatham County, NC

Meeting Agenda - Final

Board of Commissioners

Tuesday, January 17, 2023

3:00 PM

Agriculture and Conference Center

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

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

RECOGNITION OF RETIREES

PUBLIC INPUT SESSION

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

BOARD PRIORITIES

[22-4647](#)

Receive annual audit report

Attachments: [Chatham County - 2022 Presentation Template](#)

[22-4651](#)

Receive Update from the Durham, Chapel Hill, Carrboro Metropolitan Planning Organization

Attachments: [DCHC MPO 2021-22 Annual Report Presentation -Chatham County](#)

[22-4638](#)

Receive Great Trails State Coalition (GTSC) and the 2023 Year of the Trail presentation

Attachments: [Great State Trails Coalition & Year of the Trail 2023 Presentation](#)

[22-4630](#)

Receive FY2023 Second Quarter Budget Update

Attachments: [FY23 2nd Quarter Budget Update](#)

[22-4646](#)

Receive Quarterly Update on American Rescue Plan Act Funds.

Attachments: [ARPA Quarterly Update - January 17th, 2023](#)

[22-4603](#)

Vote on a request to approve appointments to the Planning Board

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

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

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

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

- [22-4537](#) Vote on a legislative request by Drafting and Design Services, Inc. on behalf of Because of His Grace, LLC to approve for a rezoning from R-1 Residential to GU-NB General Use Neighborhood Business on Parcels 77640, 80540, 94921, and 5588 being a total of 9.71 acres, located at 4295 Old US 1, Cape Fear Township.
Attachments: [More information from the Planning department website](#)
- [22-4538](#) Vote on a legislative request by Russ Anderson to approve for a rezoning from R-1 Residential to General Use Light Industrial (IL) on Parcel 5518 being 15 acres, located at 5749 Old US 1, Cape Fear Township.
Attachments: [More information from the Planning department website](#)
- [22-4539](#) Vote on a legislative request by Withers Ravenel on behalf of Joette and Manley Midgett for ST Wooten to approve a rezoning from R-1 Residential to CD-IH Conditional District Heavy Industrial for a concrete batch mixing plant and other proposed uses as indicated on Parcel 68321 being 21.26 acres, located off Pea Ridge Rd., Cape Fear Township.
Attachments: [More information from the Planning department website](#)
- [22-4607](#) Vote on a request to accept \$35,463 TDE Perinatal Care Coordination grant funds from UNC Chapel Hill
- [22-4610](#) Vote on a request to approve \$1,165.00 additional Title X funds to the NC Statewide Family Planning Program FY 22-23.

[22-4631](#) Vote on a request to approve Fiscal Year 2022-2023 Budget Amendments

Attachments: [Budget Amendment 2022-2023 Jan22](#)

[22-4635](#) Vote on a request by Mark Ashness, P.E. on behalf of Pea Ridge Developers, LLC to approve subdivision First Plat review and approval of Firefly Overlook, consisting of 30 lots on 75.2 acres, located at the corner of Seaforth Road (SR-1941) and N. Pea Ridge (SR-1700), parcels 18070 and 17531.

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

[22-4639](#) Vote on a request to appoint Tammy Kirkman, Jessica Norton and Nicholas Keifer as Deputy Finance Officers for the purpose of signing inmate trust account checks

[22-4640](#) Vote to approve Tax Releases and Refunds

Attachments: [December 2022 Release and Refund Report](#)
[December 2022 NCVTS Pending Refund Report](#)

[22-4641](#) Vote on request to approve a grant application by the Chatham County Sheriff's Office to the NC Governor's Crime Commission on Violence Against Women Act (VAWA) for federal funding and authorize the County Manager to have final approval before submission.

[22-4644](#) Vote on a request by the Pittsboro Volunteer Fire Rescue Department to approve the purchase of emergency fire apparatus, post notice of a public hearing, appoint Chief Daryl Griffin, Pittsboro Volunteer Fire Rescue Department, to conduct the public hearing, and secure financing in a sum not to exceed \$900,000.00 through tax exempt borrowing.

Attachments: [Attachment A - HR4333 Tax Exempt Borrowing Requirements.pdf](#)
[Attachment B-Pittsboro VFD Tax Exempt Borrowing Request](#)

[22-4645](#) Vote on a request to approve North Chatham Volunteer Fire Department Firefighter Relief Fund Board of Trustees Appointment of John Strowd

[22-4648](#) Vote on a request to accept the North Carolina Department of Commerce Building Reuse Grant Award for the Gaines Oil Building Reuse Project and approve the Grant Agreement and supporting document associated with the same

Attachments: [Gaines Oil Bulding Reuse Agreement - 2023-031-3201-2587 Contract \(002\) - J](#)

- [22-4649](#) Vote on a request to approve an Encroachment Agreement with the Town of Pittsboro for the installation and maintenance upon the right of way of the public premises known as Courthouse Square located northwest of the Chatham County Courthouse in the Town of Pittsboro with the conversion of a portion of the existing sidewalk and parking area into a public bio-retention drainage system

Attachments: [BMP Easement 7-24-2017 pg 209-212 \(003\)](#)

- [22-4650](#) Vote on a request to approve a Resolution Supporting Compression Increases for Division of Juvenile Justice and Delinquency Prevention Detention and Youth Development Center Staff

Attachments: [RES JCPC 01.17.2023](#)

- [22-4652](#) Vote on a request to approve ETJ appointments to the Town of Planning Board.

- [22-4653](#) Vote on a request to adopt a resolution proclaiming February as We Love Seniors Month in Chatham County

Attachments: [We Love Seniors Month Proclamation - 2023](#)

End of Consent Agenda

PUBLIC INPUT SESSION

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

PUBLIC HEARINGS

- [22-4632](#) A legislative public hearing requested by Hardip Dhillon on Parcels 5336, 5584, 84340, and 5577 to rezone from R-1 Residential and MH-NC to General Use Neighborhood Business (NB) totaling approximately 15.25 acres, located on Old US 1, Cape Fear Township.

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

- [22-4633](#) A legislative public hearing requested by Hardip Dhillon on Parcels 5333, 5517, 5521, and 5520 to rezone from R-1 Residential and B-1 Business to General Use Neighborhood Business (NB) totaling approximately 16 acres, located on Old US 1, Cape Fear Township.

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

[22-4540](#)

A legislative public hearing requested by The Leads Group, PA on behalf of Aaron Horton Toothbrush LLC to rezone Parcel 18493 from R-1 Residential to General Use Light Industrial being approximately 4.04 acres, located at 27 Mt View Church Rd., Oakland Township.

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

[22-4634](#)

A quasi-judicial evidentiary public hearing for a Special Use Permit for Fitch Creations for a new Planned Residential Development on Parcel 95264, being 51.765 acres located off Big Hole Rd., for 43 lots, Williams Township.

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

CLERK'S REPORT

MANAGER'S REPORT

COMMISSIONERS' REPORTS

ADJOURNMENT



Chatham County, NC

Text File

File Number: 22-4647

Agenda Date: 1/17/2023

Version: 1

Status: Work Session

In Control: Board of Commissioners

File Type: Agenda Item

Receive annual audit report



Chatham County

2022 Audited Financial Statements



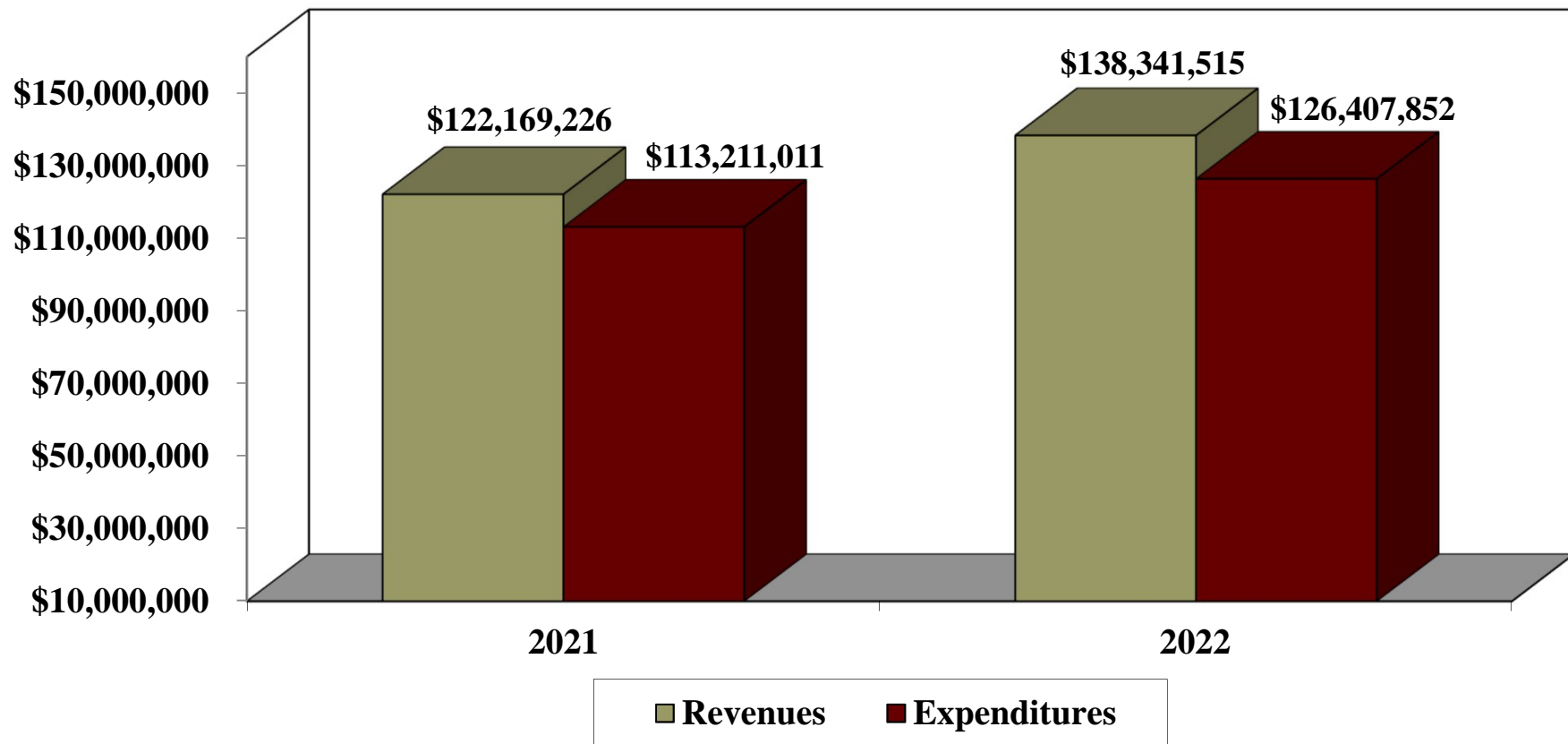
MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.

A close-up photograph of a person wearing a white button-down shirt. Their right hand is pointing at the screen of a smartphone held in their left hand. The background is slightly blurred, showing more of the shirt and a hint of a cup.

Audit Highlights

- ❑ UNMODIFIED OPINION
- ❑ COOPERATIVE STAFF

GENERAL FUND SUMMARY

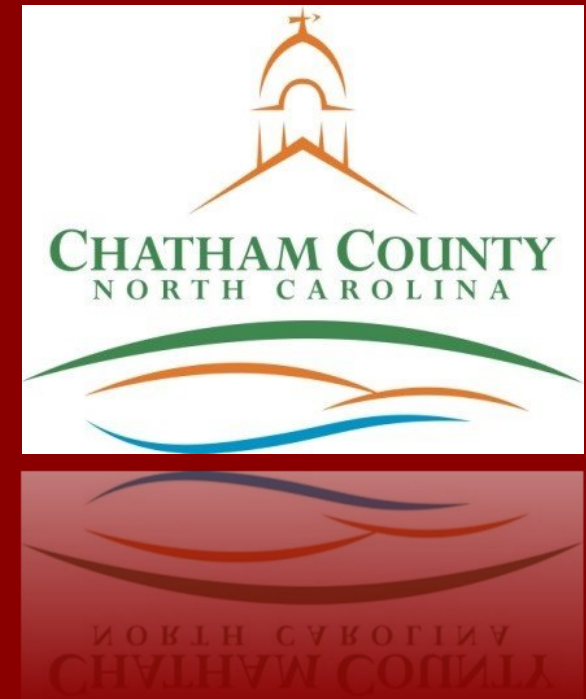


FUND BALANCE

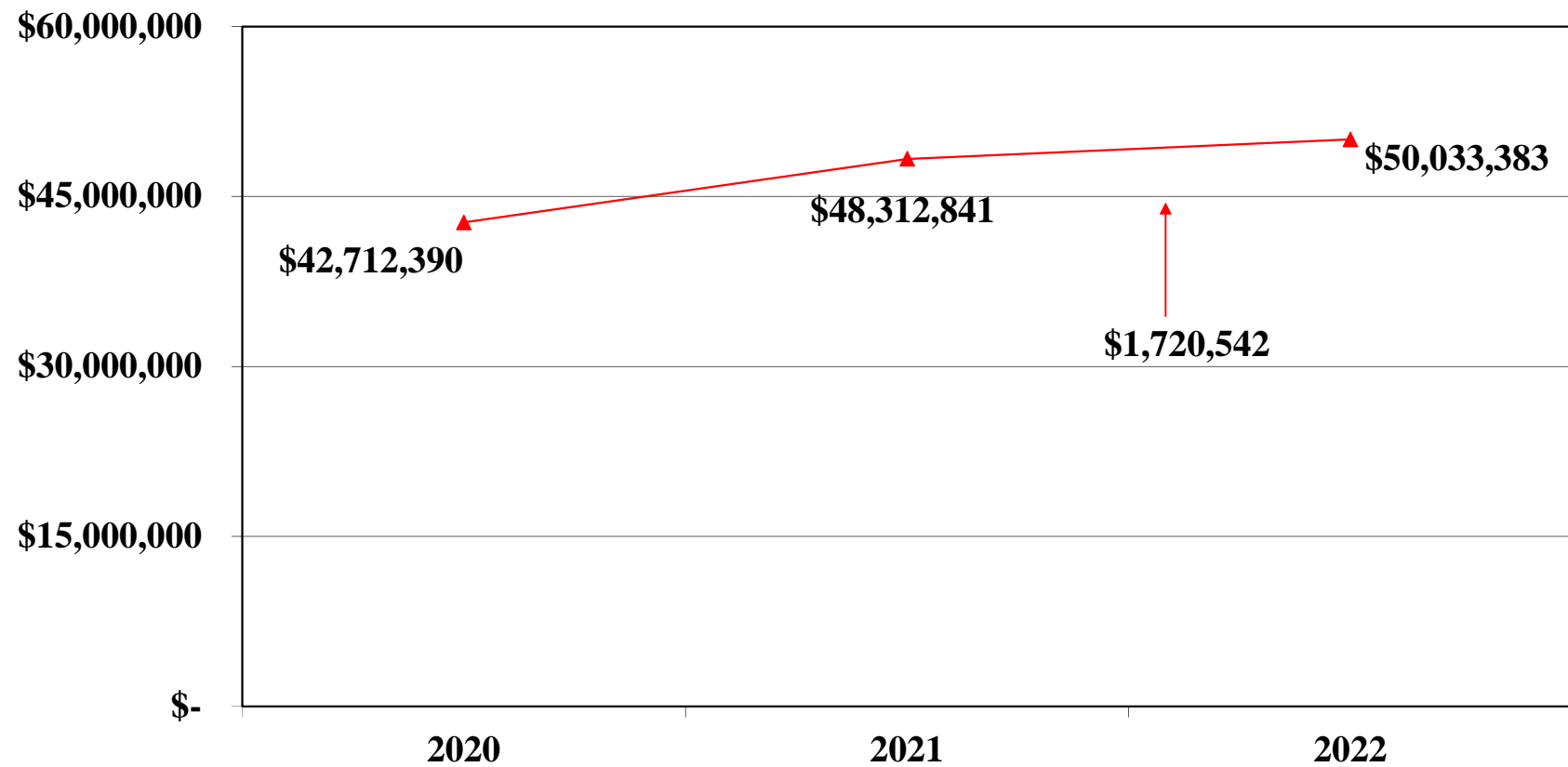
- ❖ Serves as a measure of the County's financial resources available.

5 Classifications:

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



TOTAL FUND BALANCE: GENERAL FUND



FUND BALANCE

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

Total Fund Balance

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

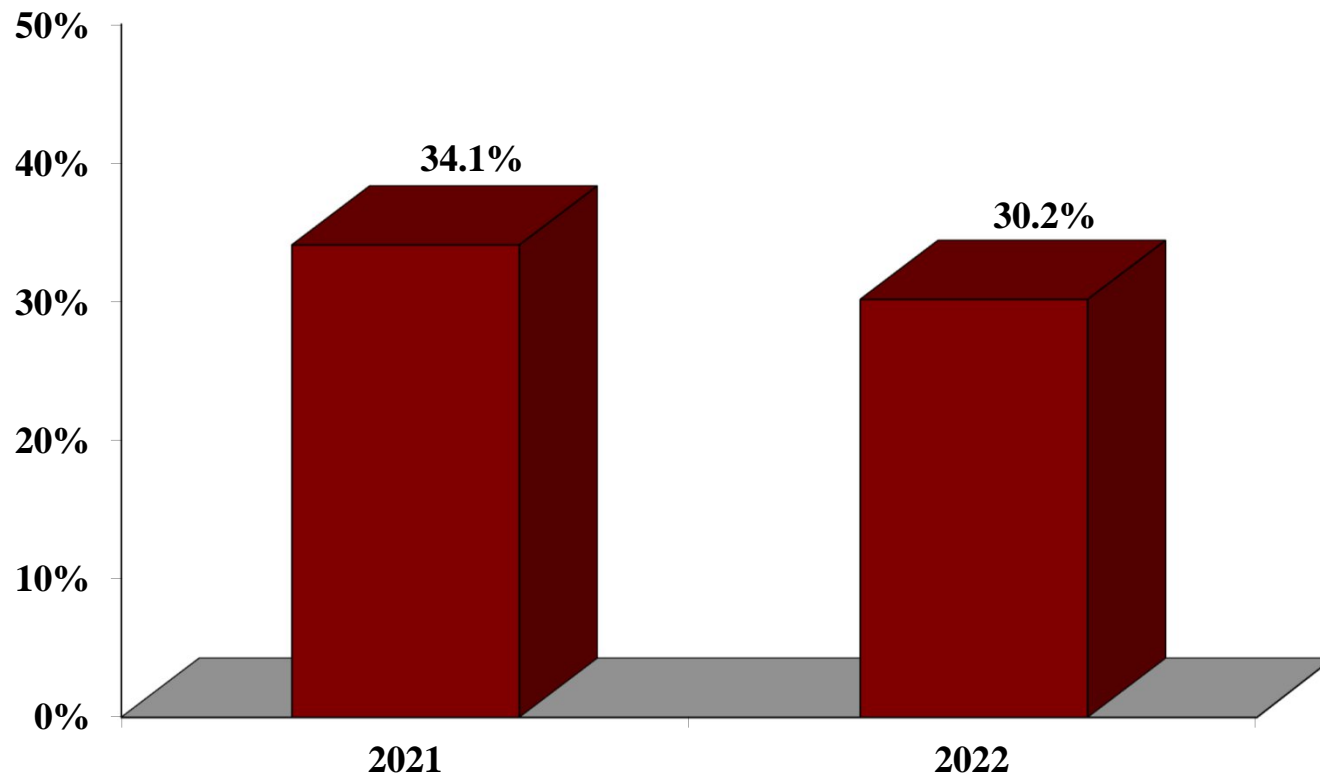
Less: Stabilization by State Statute (by state law, not available)

Available Fund Balance

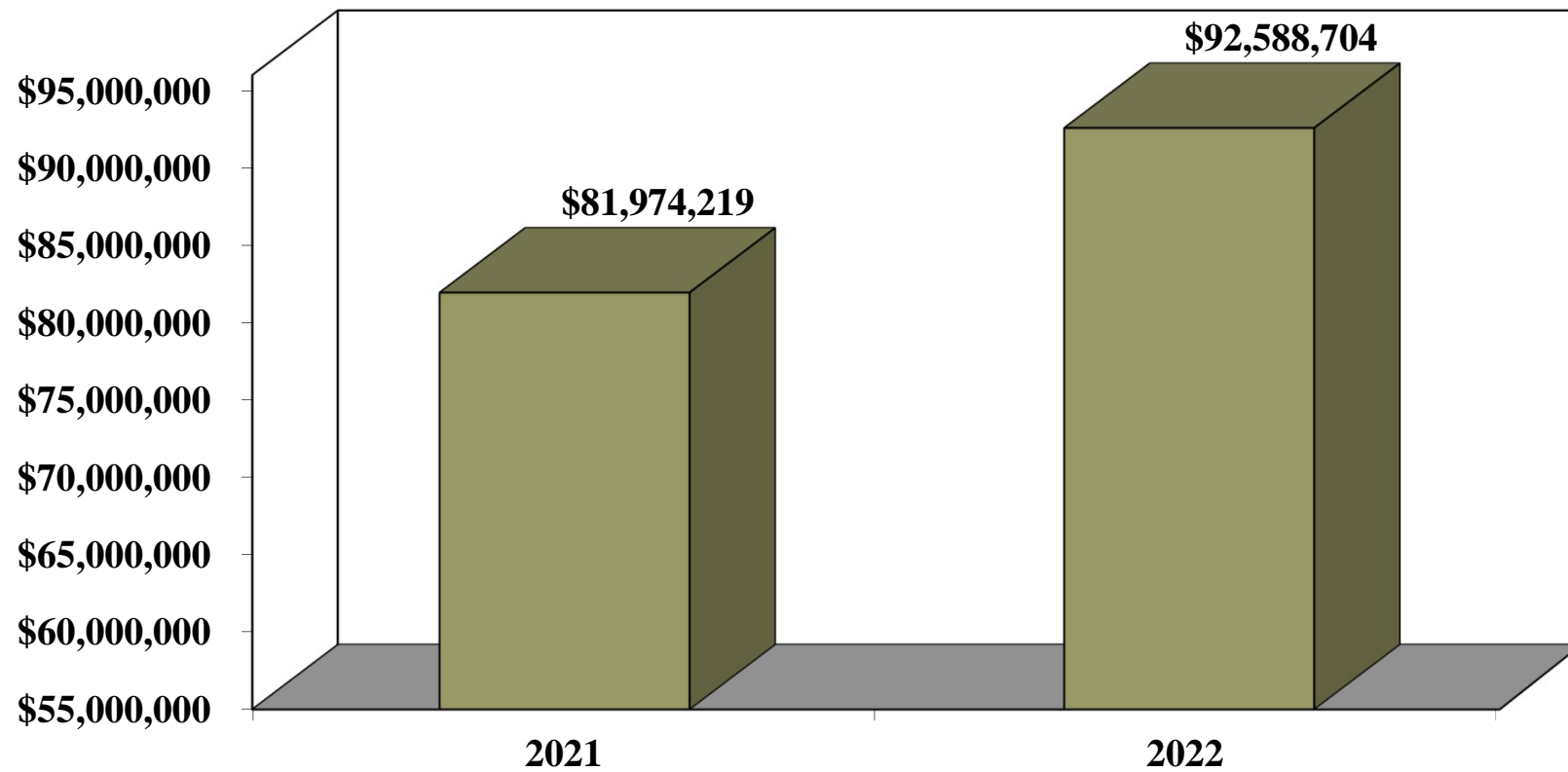
This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.



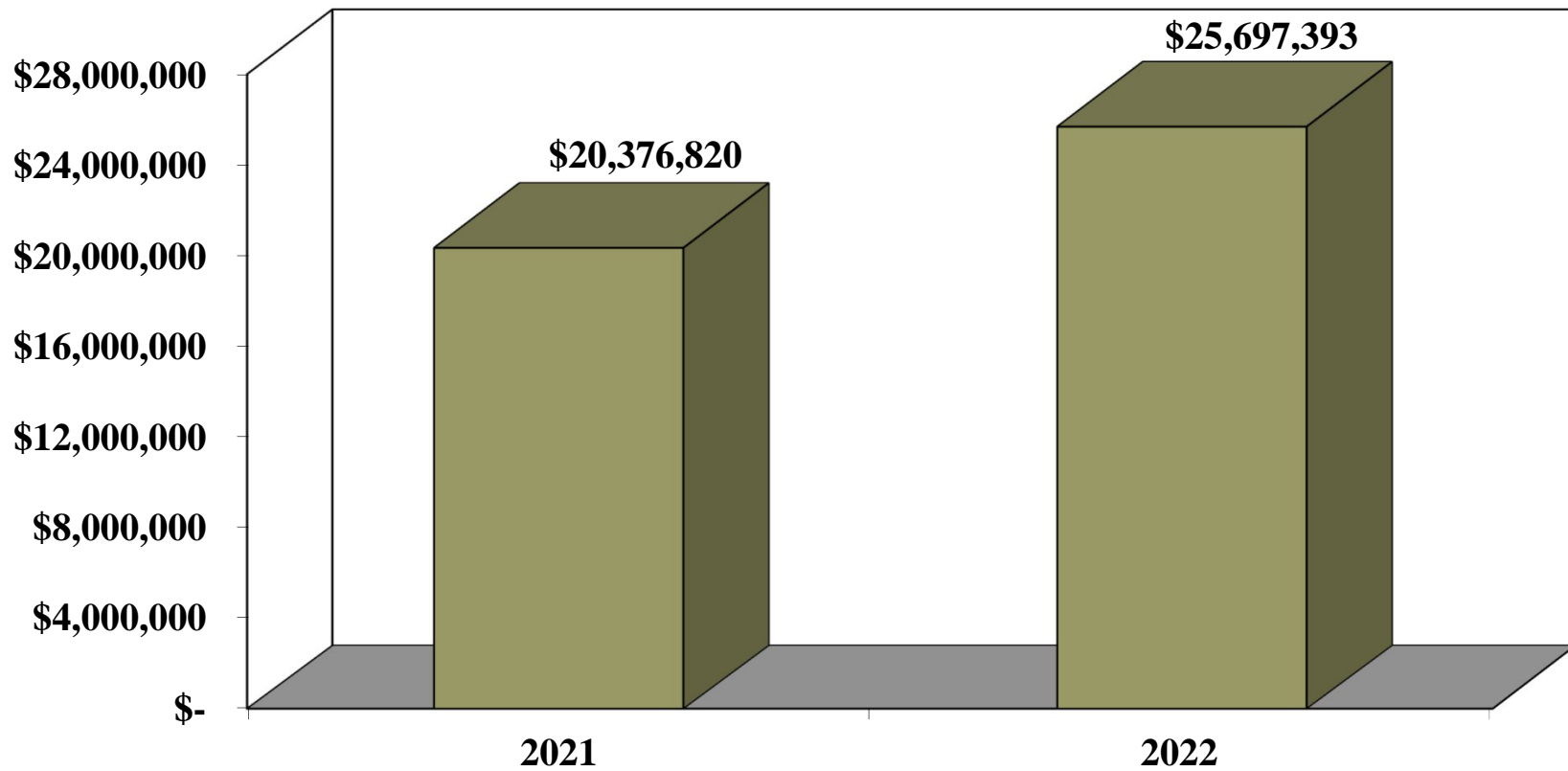
FUND BALANCE AVAILABLE AS A PERCENT OF EXPENDITURES - GENERAL FUND



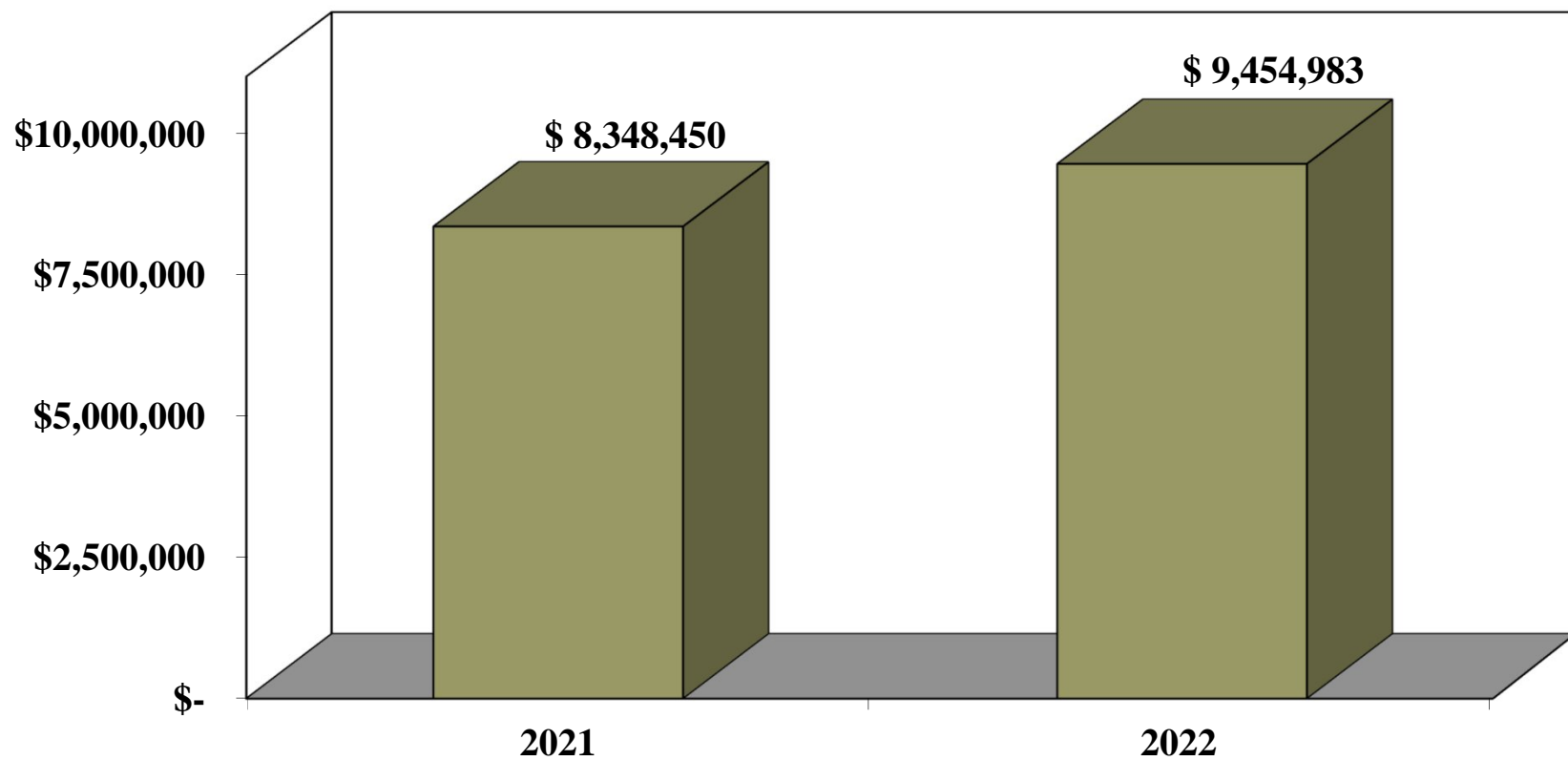
PROPERTY TAX



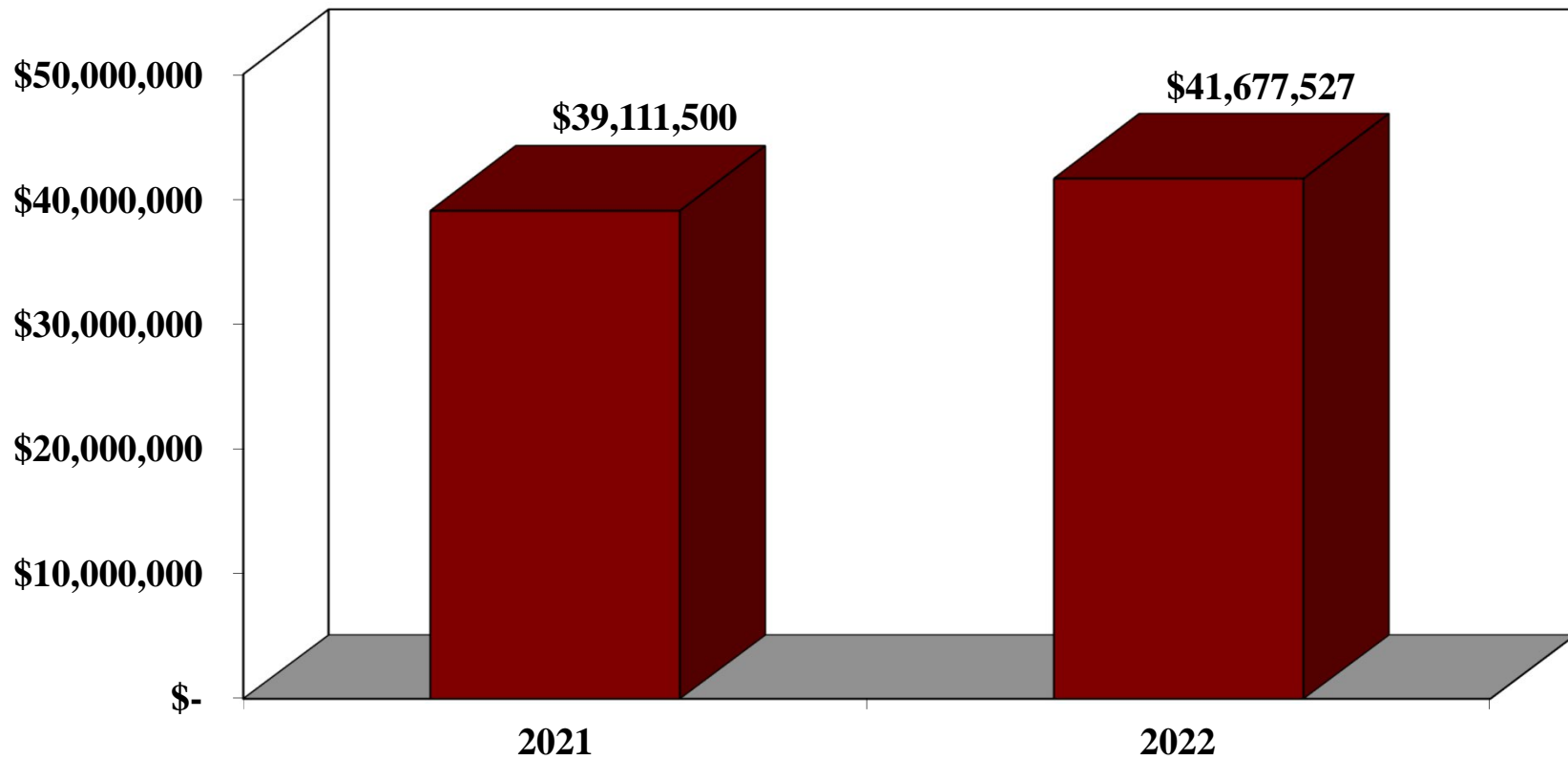
SALES TAX



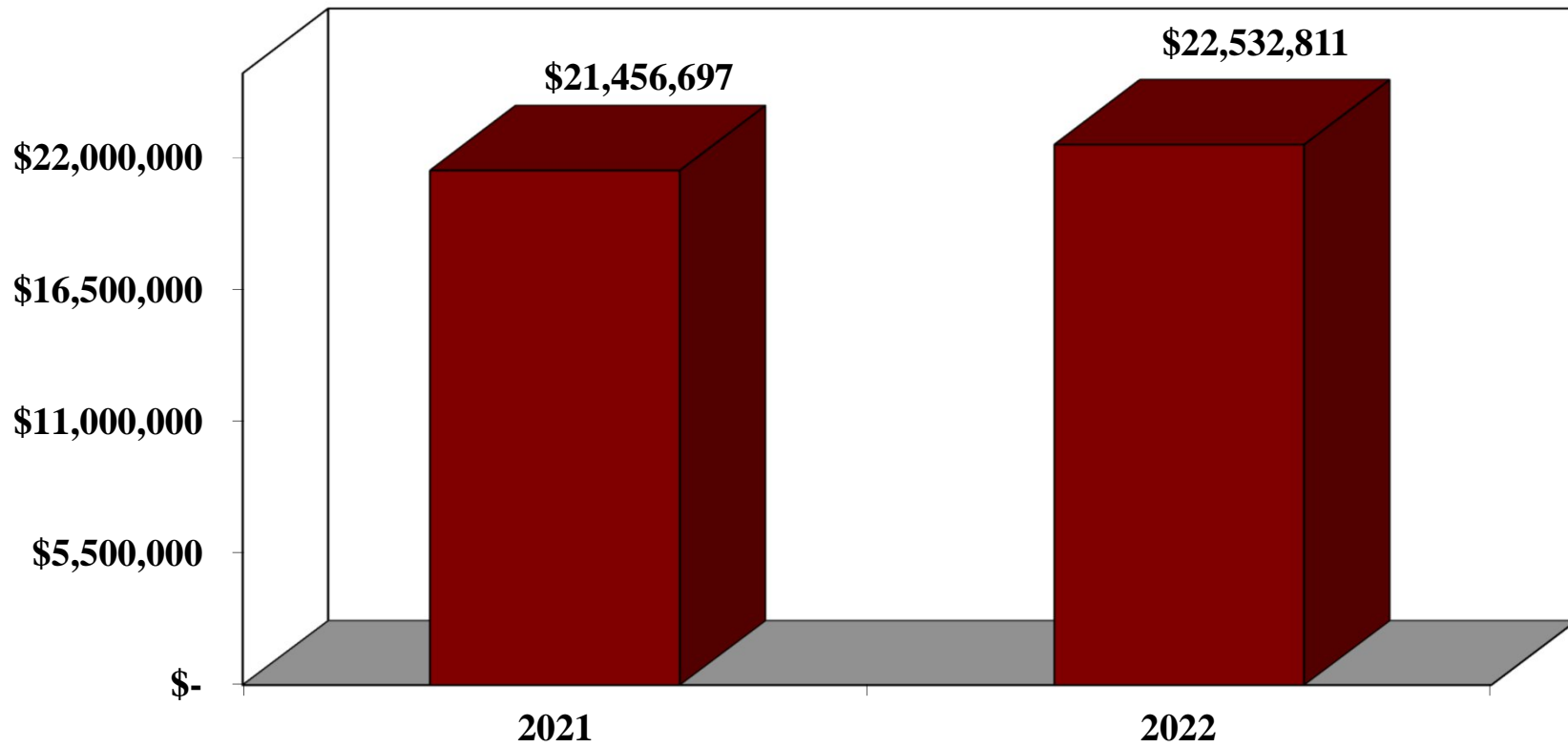
RESTRICTED INTERGOVERNMENTAL



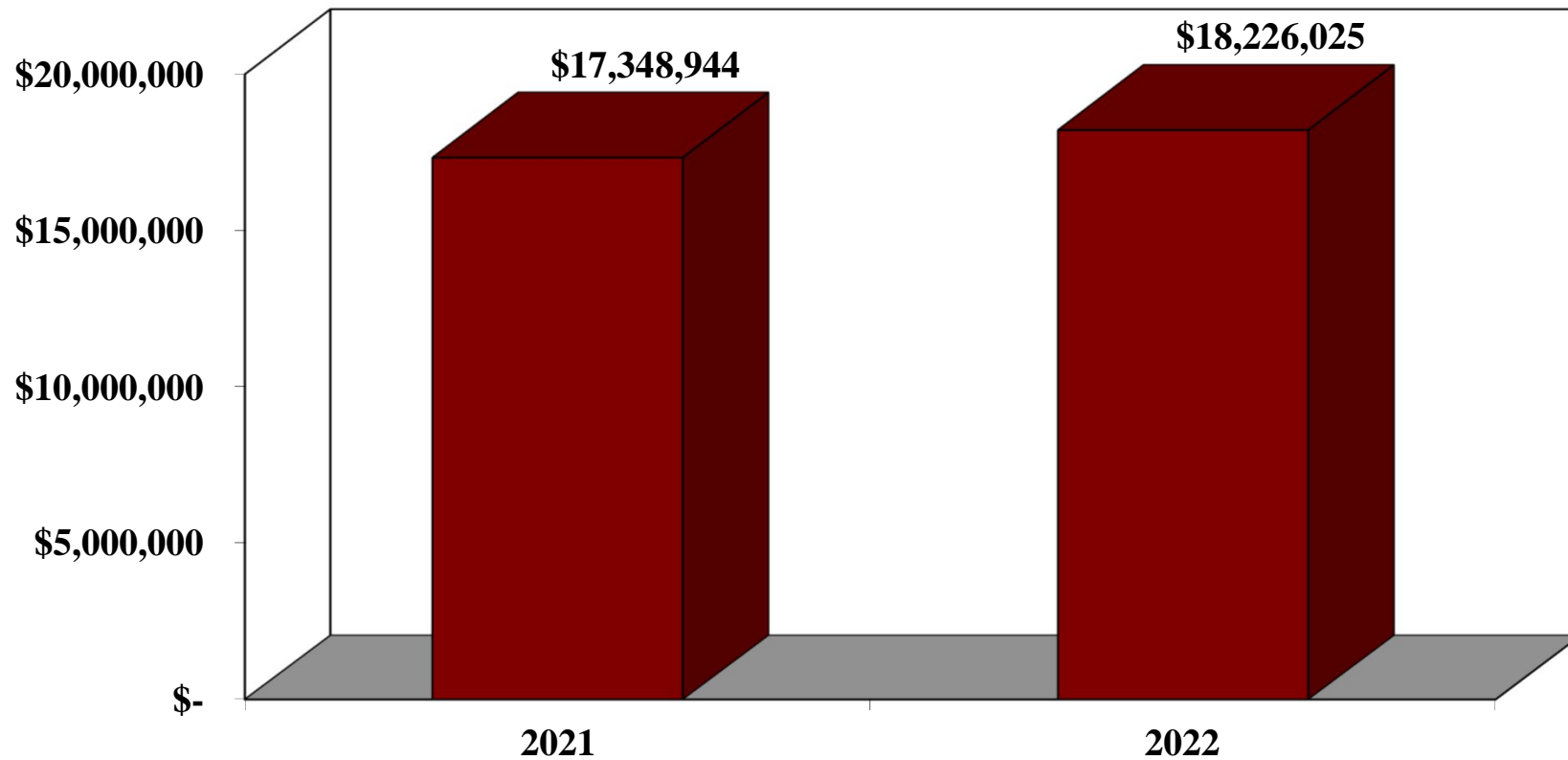
EDUCATION



PUBLIC SAFETY



HUMAN SERVICES



ENTERPRISE FUNDS

Utility	<u>2021</u>	<u>2022</u>
Operating Revenues	\$ 7,393,359	\$ 10,948,507
Operating Expenses	6,313,637	6,926,769
Operating Income (Loss)	1,079,722	4,021,738
Cash	27,287,469	28,614,923
Total Net Position	64,058,727	67,931,509
Cash Flow Provided by Operations	2,428,327	3,359,204

ENTERPRISE FUNDS

Southeast Water District	<u>2021</u>	<u>2022</u>
Operating Revenues	\$ 810,231	\$ 1,117,231
Operating Expenses	575,189	956,338
Operating Income (Loss)	235,042	160,893
Cash	699,373	577,374
Total Net Position	696,802	698,729
Cash Flow Provided by Operations	297,647	128,589

ENTERPRISE FUNDS

Solid Waste Management	<u>2021</u>	<u>2022</u>
Operating Revenues	\$ 3,607,880	\$ 3,697,655
Operating Expenses	3,184,821	3,469,754
Operating Income (Loss)	423,059	227,901
Cash	6,307,211	6,832,809
Total Net Position	8,353,532	8,934,545
Cash Flow Provided by Operations	700,979	447,004

QUICK RATIO – UTILITY AND SOUTHEAST WATER DISTRICT



	<u>2021</u>	<u>2022</u>
Quick Ratio	61.80	43.35

CASH FLOW LESS DEBT SERVICE — UTILITY AND SOUTHEAST WATER DISTRICT FUNDS

	<u>2021</u>	<u>2022</u>
Operating Net Income (loss)		
Excluding depreciation +		
Debt service principal	\$ 1,145,895	\$ 3,979,811
Unrestricted cash/Total expenses		
Less depreciation + debt service		
Principal	364.13%	335.70%

GENERAL PERFORMANCE INDICATORS

- ❑ No findings or questioned costs
- ❑ Stable property tax valuation
- ❑ Late audit submission





Questions?

Kari Dunlap



828-327-2727



kdunlap@msa.cpa



www.msa.cpa



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

20



Chatham County, NC

Text File

File Number: 22-4651

Agenda Date: 1/17/2023

Version: 1

Status: Work Session

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Receive Update from the Durham, Chapel Hill, Carrboro Metropolitan Planning Organization



DURHAM • CHAPEL HILL • CARRBORO

DCHC

METROPOLITAN PLANNING ORGANIZATION

PLANNING TOMORROW'S TRANSPORTATION

2021-2022 ANNUAL REPORT

Doug Plachcinski, AICP, CFM
Executive Director

Executive Director Doug Plachcinski AICP, CFM

- ✓ Durham native, SDHS class of 1994
- ✓ Undergrad UNC-G, Grad Wayne State (Detroit)
- ✓ PhD candidate at UNCG, Geography and Sustainability
- ✓ American Institute of Certified Planners member
- ✓ Certified Floodplain Manager
- ✓ 23+ years of planning experience with local, county, and regional governments
- ✓ 10+ years of MPO experience in Michigan, Massachusetts, and North Carolina
- ✓ 13+ years of City, Town, and County planning and zoning experience in Michigan, Massachusetts, Virginia, and North Carolina
- ✓ Began career in the Durham City Transportation Department during summer 1995 collecting data for the regional travel demand model and turning movements for intersection analysis.



DCHC MPO OVERVIEW AND STRUCTURE



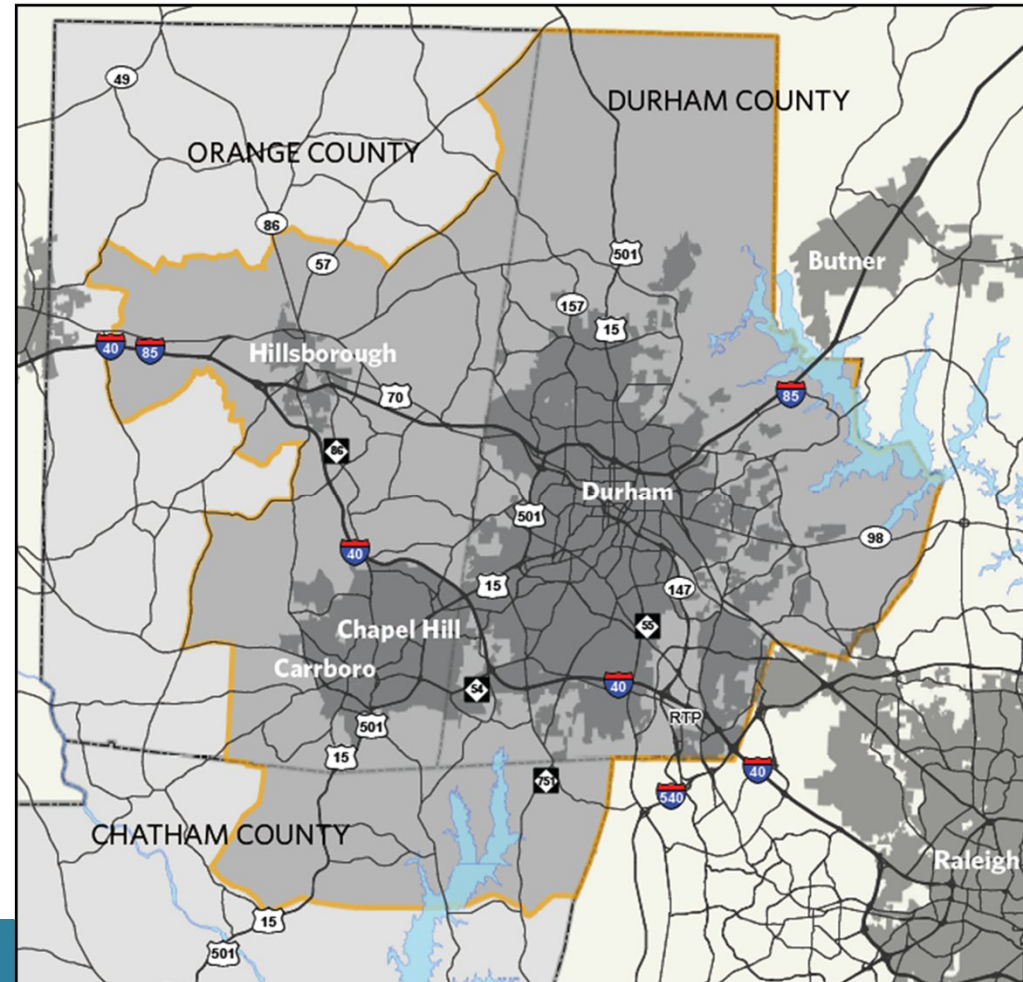
DCHC MPO is responsible for the western piedmont Triangle area. MPOs follow a 3-C transportation planning process including a long-range transportation plan (MTP), a shorter-term Transportation Improvement Program (TIP), and an annual Unified Planning Work Program (UPWP).

The DCHC MPO urbanized area includes:

- Durham County (entire county and City)
- Part of Orange County including the towns of Chapel Hill, Carrboro, and Hillsborough
- Northeast Chatham County

The MPO Board members are elected officials that make transportation planning and policy decisions.

The Technical Committee advise the MPO Board, and membership consists of staff from cities and counties, as well as from partner agencies such as NCDOT, transit agencies, universities, and Triangle J Council of Governments.



DCHC MPO's Agency Relationships

- **NCDOT provides funding and votes.**
- **GoTriangle provides funding and votes.**
- **FHWA/FTA provide funding but do not vote.**
- **Members provide funding and vote.**
- **Local governments represent their respective local public transportation operators.**



2021-2022 HIGHLIGHTS



TRANSPORTATION PLANNING

- **Comprehensive Transportation Plan (CTP)**

- Joint plan w/ NCDOT that guides transportation project development and future R-o-W reservations. High level, no funding requirement.
- CTP Amendment # 5 that updates the bicycle and pedestrian elements for local plan concurrency and to include complete streets elements for non-motorized and highway projects for NCDOT project prioritization.

- **Metropolitan Transportation Plan (MTP)**

- The DCHC MPO adopted the 2050 MTP on February 9, 2022.
- Federal long-range plan that balances revenues and costs.
- Projects in the funding plan, i.e., Transportation Improvement Program, must be identified in the MTP.

2021-2022 HIGHLIGHTS



TRANSPORTATION PLANNING continued

- **Transportation Improvement Program (TIP)**

- The Transportation Improvement Program (TIP) is a ten (10) year funding document for bicycle, pedestrian, highway, rail, and public transportation projects.
- The MPO updated the TIP several times through the amendment process and provided input to NCDOT on the draft FY2024-2033 STIP.

2021-2022 HIGHLIGHTS



CORRIDOR STUDIES

- **US 70 Corridor Study (Orange County)**
 - Provide a framework for a safe, efficient and equitable transportation system that offers modal choices connecting different destinations and accessing development appropriately.
- **US 70 Corridor Study (Durham County)**
 - US 70 from the East End Connector to the Wake/Durham line. Project goals include reduced congestion and safe, efficient transit and bike/ped facilities.

2021-2022 HIGHLIGHTS



TECHNICAL SERVICES

- **Triangle Regional Model (TRM)**
- **Congestion Management Process (CMP) and Mobility Report Card (MRC)**
- **Rapid Policy Assessment Tool (RPAT)**
- **Big Data**

CURRENT YEAR 2022-2023 HIGHLIGHTS



TRANSIT PLANNING

- **Orange and Durham County Transit Plan Updates**
- **Enhanced Mobility of Seniors and Individuals with Disabilities Grant**
 - Improve seniors' and people with disabilities mobility by removing transportation service barriers and expanding transportation options.
 - Awards to Orange County Department on Aging, GoDurham, and Chapel Hill Transit.

CURRENT YEAR 2022-2023 HIGHLIGHTS



DCHC MPO REPOSITIONING

- **2022 Governance Study**

Recommended many changes including increased MPO autonomy.

- **TJCOG Partnership**

The MPO coordinates several activities with TJCOG like our travel demand management program and regional land use modeling.

An opportunity to improve regional transportation planning technology and coordination in a member-driven service agency.

NEXT YEAR 2023-2024

PRIORITIES

- **Safe Streets for All**
- **Non-Motorized Planning and Technical Tools**
- **Bus Corridor Evaluation**



MPO ORIENTATION FEBRUARY 15, 2023

QUESTIONS?

Contact: Doug.Plachcinski@dchcmpo.org



Chatham County, NC

Text File

File Number: 22-4638

Agenda Date: 1/17/2023

Version: 1

Status: Work Session

In Control: Parks and Recreation

File Type: Agenda Item

Agenda Number:

Receive Great Trails State Coalition (GTSC) and the 2023 Year of the Trail presentation

Action Requested: Motion to approve the presentation on the Great Trails State Coalition (GTSC) and the 2023 Year of the Trail.

Introduction & Background: The Great Trails State Coalition (GTSC) is a broad, diverse coalition of nonprofits, local governments, industry partners committed to bringing the benefits of all types of trails (hike, bike, walk, run, paddle and ride) to all North Carolina. This coalition is doing great work to promote trails and more funding for trails by the NC General Assembly. GTSC successfully lobbied in 2019 for a \$29 million "Complete the Trails Fund" for designated State Trails. The coalition was also successful in getting the NC General Assembly to designate 2023 as the Year of the Trail. The 2023 Year of the Trail Proclamation was presented before the Board of Commissioners at the December 19th meeting.

Discussion & Analysis: In the upcoming 2023 legislative long session, the coalition is lobbying to establish a \$50 million "Great Trails State Fund" for all types of trails, not just State Trails. Some of The Year of the Trail Campaign tasks consist of events in all 100 counties, call for artists program, and local tool kits for communities with Year of the Trail assets.

How does this relate to the Comprehensive Plan: Provide recreational opportunities and access to open space.

Budgetary Impact: None

Recommendation/Motion: Motion to approve the Great State Trails Coalition (GTSC) and the 2023 Year of the Trail presentation.



YEAR OF THE RAIL

◀ 2023 ★ NC ▶



GREAT
TRAILS
STATE
COALITION



BUILDING THE GREAT TRAILS STATE

THE GREAT TRAILS STATE COALITION



Image by Piedmont Fat Tire Society



Image by Piedmont Legacy Trails



Image by NC State Parks



Image by NCDOT

WHO WE ARE

- A broad, diverse coalition of nonprofits, local governments, industry partners
- Committed to bringing the benefits of trails to all of North Carolina
- All trail types: Hike / Bike / Walk / Run / Paddle / Ride
- All 100 Counties
- State agency partners





WHY TRAILS

- Free to users
- Improved health and well being
- Safety from vehicular traffic
- Protect valuable natural resources
- Positive economic impact, especially for rural communities
- Backbone of NC's \$28 billion growing outdoor recreation economy

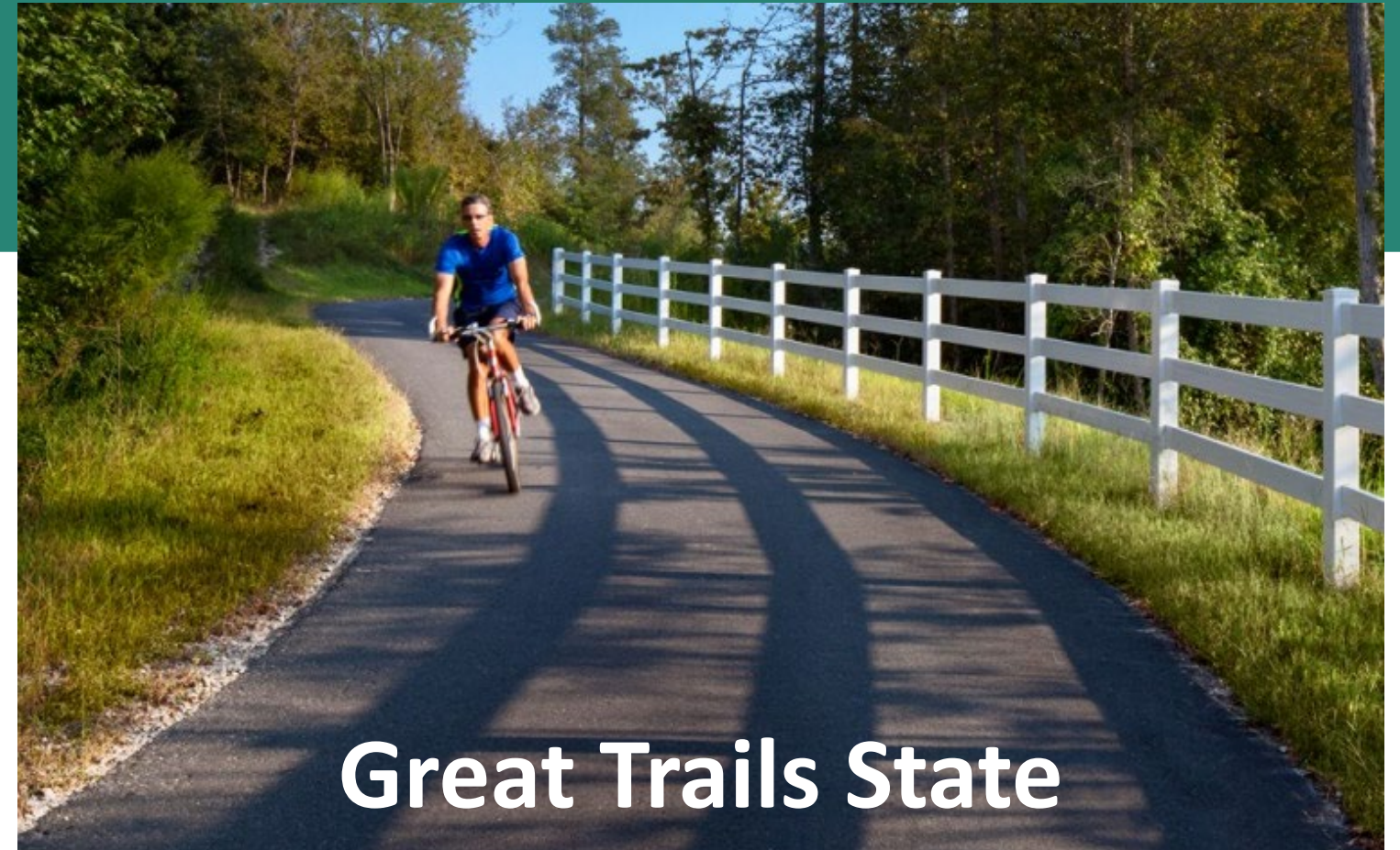


NORTH CAROLINA IS THE GREAT TRAILS STATE



Good Roads State

- ✓ Vision
- ✓ Community Demand
- ✓ State Leadership
- ✓ Commitment
- ✓ Funding



Great Trails State

- ✓ Vision
- ✓ Community Demand
- State Leadership
- Commitment
- Funding



INDUSTRY



NON-PROFITS



LOCAL GOVERNMENT



PARTNERS

29 NON PROFIT MEMBERS



THE
CONSERVATION FUND



AARP



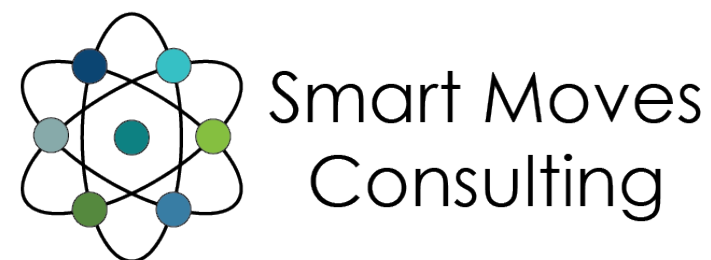
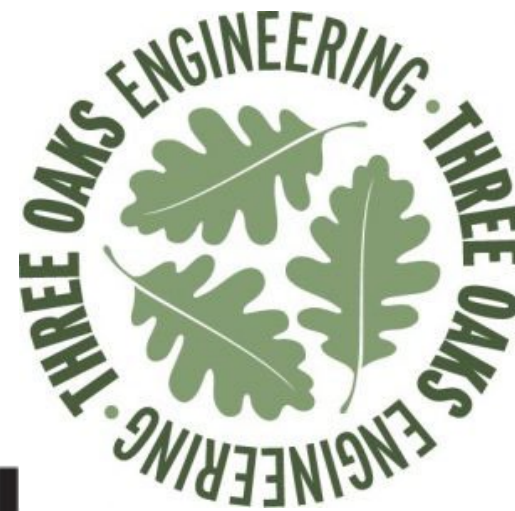
**FOOTHILLS
CONSERVANCY
OF NORTH CAROLINA**



RIVERLINK



15 INDUSTRY PARTNERS



AGENCY PARTNERS



ECONOMIC
DEVELOPMENT
PARTNERSHIP of
NORTH CAROLINA



NC DEPARTMENT
OF NATURAL AND
CULTURAL RESOURCES



LOCAL GOVERNMENT MEMBERS



Goal: Build the Cities, Towns and Counties for Trails Working Group

Cities, Towns and Counties for Trails

- **Who's Invited to Join:**
 - Elected Officials
 - Elected Official Organizations
 - Government Staff
 - Water Districts
 - Travel & Tourism Authorities
 - MPOs
 - RPOs
 - COGS
- **Goals:**
 - Educate local governments about benefits of trails
 - Listen to their needs for getting trail on the ground
 - Coordinate legislative messages
- Meet regularly, with quarterly open briefings



ACCOMPLISHMENTS OF GREAT TRAILS STATE COALITION

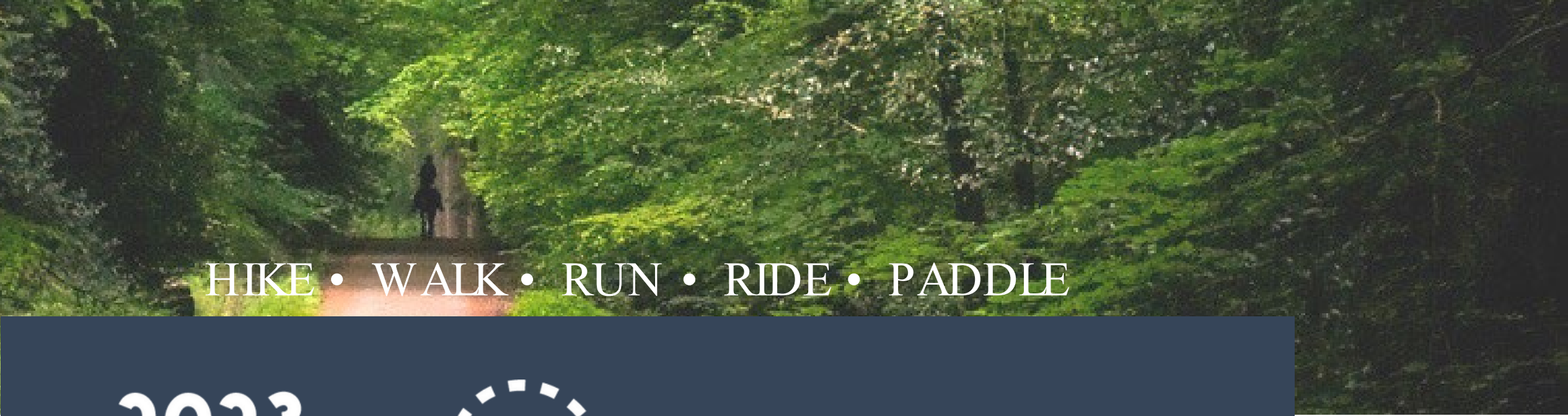
Successes in 2021 NC General Assembly's Long Session:

- ✓ \$29.15 million Complete the Trails Fund for authorized State Trails (non-State Trails not eligible)
- ✓ Designation of 2023 as the Year of the Trail

Goals for 2023 NC General Assembly's Long Session:

- ✓ Establish a Great Trails State Fund for all types of trails, not just State Trails
- ✓ Establish recurring funding for State Trail nonprofits





HIKE • WALK • RUN • RIDE • PADDLE

2023 YEAR OF THE TRAIL



FROM THE EVERYDAY TO THE EPIC



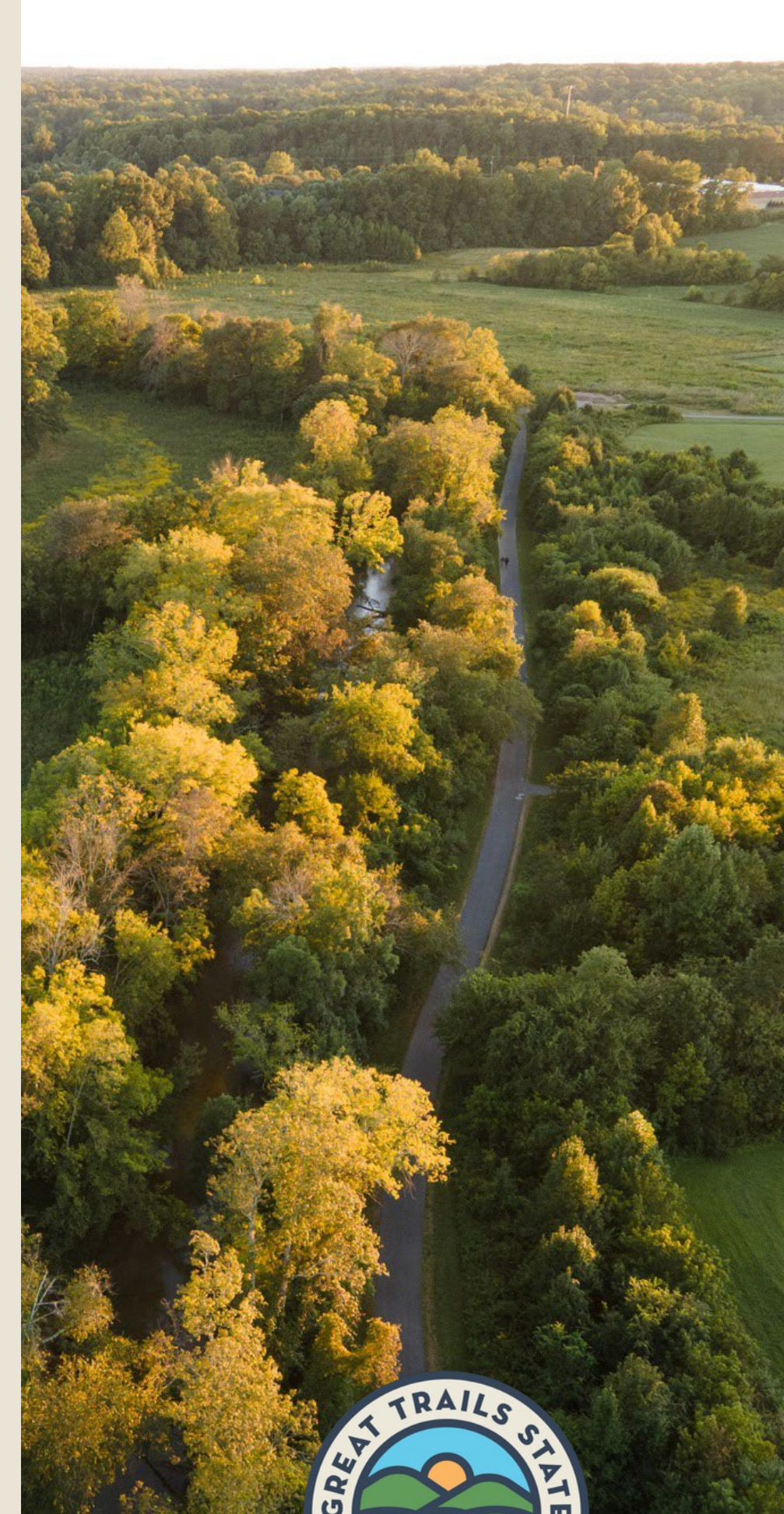


YEAR OF THE TRAIL IS BIG NEWS FOR NORTH CAROLINA!

Highlights:

- Inspire people of all ages, abilities and backgrounds to try trails
- Create new trail users
- Boost outdoor recreation tourism across the state
- Promote safe and responsible use of trails

**The Year of the Trail celebrates trails all
across North Carolina!**



THE CAMPAIGN

- Events in all 100 counties
- Focus on diversity and inclusion
- Website/Social media
- Local tool kits for communities with Year of the Trail assets
- Advertising - outdoor, radio, print media
- Call for Artists program
- Merchandise
- PBS NC Partnership – 30-minute documentary titled “Ten to Try” and 10 short trail profiles
- Speaking at conferences
- Measurement and reporting



2023 YEAR OF THE TRAIL

SPONSORS



SECU Foundation

PEOPLE HELPING PEOPLE®



PLANNING | ENGINEERING | COMMUNICATIONS



What Can Chatham County Do?



- Join the Great Trails State Coalition.
- Participate in the Cities, Towns and Counties Working Group.
- Include trails in upcoming Legislative Breakfast agenda.
- Hold Year of the Trail events.
- Complete and implement the Haw River trail corridor feasibility study.
- Provide funding for trails.
- Acquire land and easements for trails.
- Build more trails!



Photos by Patrick Mueller





Friends of Lower Haw Invites Commissioners to Take a Hike With Us!

Learn About:

- How lack of sustainably designed trails and paddle access sites are degrading natural resources along the Haw River.
- How Haw River needs active (not passive) management of recreational use.
- How public access to the Haw River can be improved.
- How creating a regional Haw River Trail benefits Chatham County.
- How funding for trails invests in our community.



Photos by Gary Simpson





GET IN TOUCH

www.greattrailsnc.com

www.greattrailsstatecoalition.org

EMAIL ADDRESS

info@greattrailsnc.com





GET IN TOUCH

Gretchen Smith

Friends of Lower Haw River State Natural Area

www.lowerhaw.org

lowerhawfriends@gmail.com



Great Trails State Coalition

- **2023 YEAR OF THE TRAIL PROCLAMATION** signed by BOC at the December 19, 2022 meeting.
- **Parks and Recreation Department pledged to join the Great Trails State Coalition Steering Committee level for FY24.**



Year of the Trail Events Hosted by Parks and Recreation Department

- **Community Engagement:**
 - Monthly social media posts engaging the county about Year of the Trail resources and opportunities.
 - Press Release in January announcing Year of the Trail 2023.
- **Events:**
 - Incorporate Year of the Trail into pre-existing events
 - Environmental themed event in June
 - Chatham County Challenge in October



New Trails and Open Space Planner

- Ben Rippe is the new Trails and Open Space Planner and he will start on January 17.
- Ben comes to us from NC State Parks where he has been the Piedmont Region Trail Specialist. Ben has extensive experience in parks, conservation, and recreation planning. Ben has an undergraduate degree in Natural Resource Management with a focus in sustainable agriculture, master's degree in Ecological Design with a focus in sustainable landscape design and planning, and certifications in Sustainable Trail Design and Layout and Mechanized Trail Building.



Trail Activities

- **Haw River Trail Feasibility Study**
 - Hired Alta Planning + Design to conduct the Haw River Trail feasibility study.
- **Deep River Trail Steering Committee**
 - Randolph County has had a group coordinating trail work on the Deep River State Trail (DRST) since 2015. Once Piedmont Land Conservancy agreed to be the DRST partner organization, the group is now organized as the DRST Steering Committee.
 - Smith Raynor, NC State Parks/State Trails Planner who has assisted the municipalities constructing trails, asked that the group be expanded to include representatives from all five counties along the 125 miles of the DRST. That way the effort to develop a 3 to 5 Year Plan for the DRST can be coordinated among the five counties to build both trails and paddleways along the Deep River. One trail could be from White Pines Nature Preserve to the unincorporated community Moncure. This trail would be on Chatham County side of the Deep River.
 - Attending DRST meetings in Randolph County every other month.





GET IN TOUCH

Chatham County Parks and Recreation

919-545-8555

recreation@chathamcountync.gov





Chatham County, NC

Text File

File Number: 22-4630

Agenda Date: 1/17/2023

Version: 2

Status: Work Session

In Control: County Manager's Office

File Type: Agenda Item

Receive FY2023 Second Quarter Budget Update

Introduction & Background: Receive FY2023 Second Quarter Budget Update

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

How does this relate to the Comprehensive Plan: The FY2023 Operating Budget includes funds that further the goals within the Comprehensive Plan. This update does not have a direct impact, but does discuss funds that help to further the goals of the Comprehensive Plan.

Budgetary Impact: This is an informational presentation to update the Board of Commissioners on the state of the FY2023 Budget as of the end of the second quarter.

Recommendation/Motion: Receive FY2023 Second Quarter Budget Update

FY23 2nd Quarter Budget Update

Background

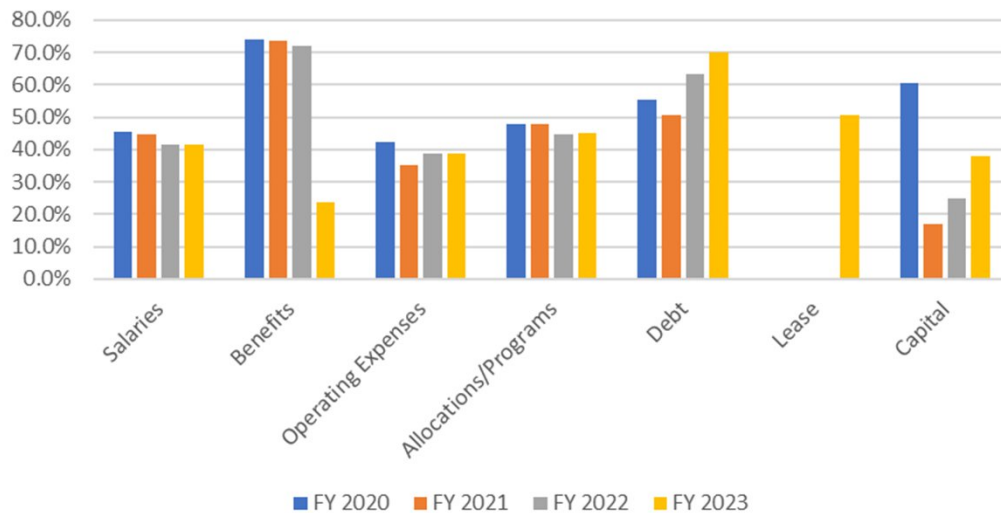
- Includes revenues and expenditures for the first 6 months of the fiscal year (July – December)
- Is a high-level overview – not a line-item level review
- Does not include:
 - Interest Revenue
 - Transfers In or Out
 - Appropriated Fund Balance
- Only 3 months of sales tax data due to lag between collection by the State and disbursement to counties
- Compares Revenue/Expenses by category and budget function
- Compares 2nd quarter current year to 2nd quarter for each of last 3 fiscal years and an average of those years.

Expenditures by Category

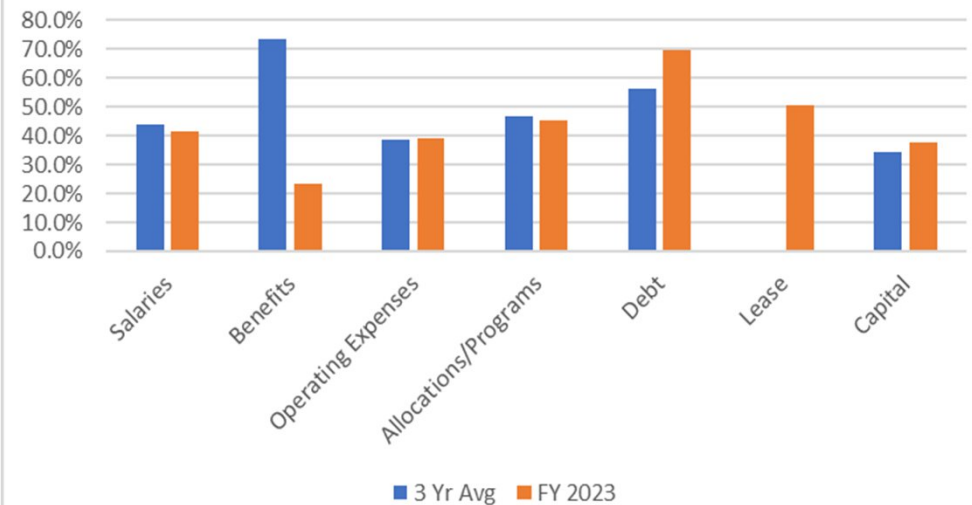
Expense	FY23 Revised Budget	Actual	YTD %
Salaries	33,131,531	13,809,594	41.7%
Benefits	15,434,427	3,634,675	23.5%
Operating Expenses	20,243,507	7,869,081	38.9%
Allocations/Programs	53,320,168	24,114,955	45.2%
Debt	25,002,180	17,466,916	69.9%
Lease	137,400	69,735	50.8%
Capital	2,031,242	768,204	37.8%
Transfers Out	21,849,437	0	0.0%
TOTAL	171,149,892	67,733,160	39.6%

Expenditures by Category

Q2 Expenses by Category



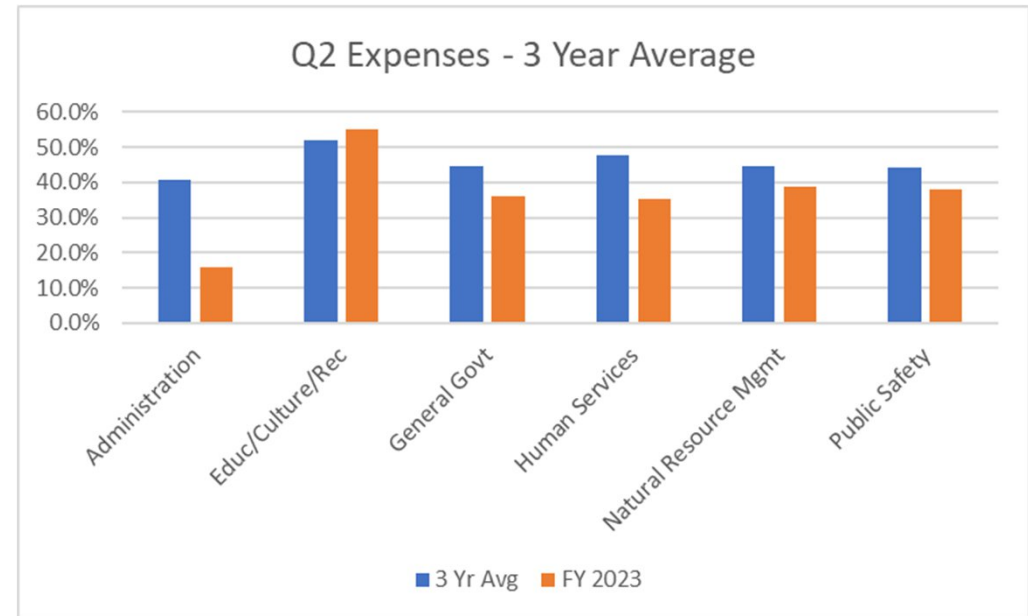
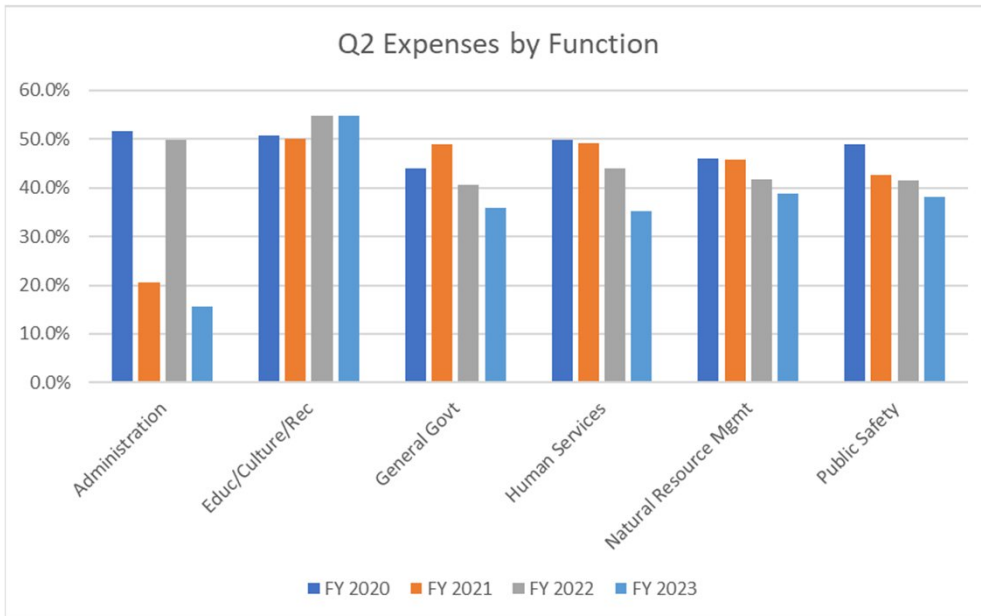
Q2 Expenses - 3 Year Average



Expenditures by Function

Expense	FY23 Revised Budget	Actual	YTD %
Administration	34,786,393	5,452,818	15.7%
Educ/Culture/Rec	66,327,447	36,370,768	54.8%
General Govt	4,601,391	1,655,652	36.0%
Human Services	24,160,256	8,491,311	35.1%
Natural Resource Mgmt	7,241,264	2,803,836	38.7%
Public Safety	34,033,141	12,958,774	38.1%
TOTAL	171,149,892	67,733,160	39.6%

Expenditures by Function

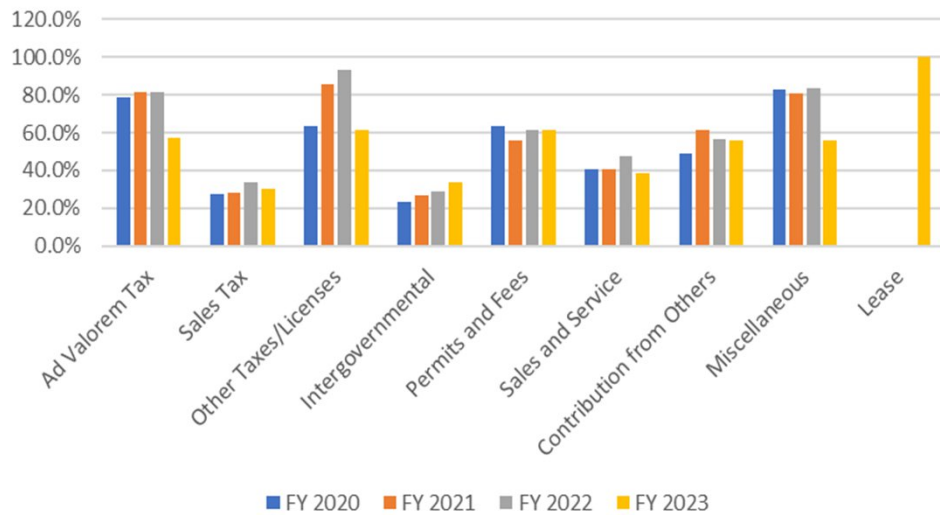


Revenues by Category

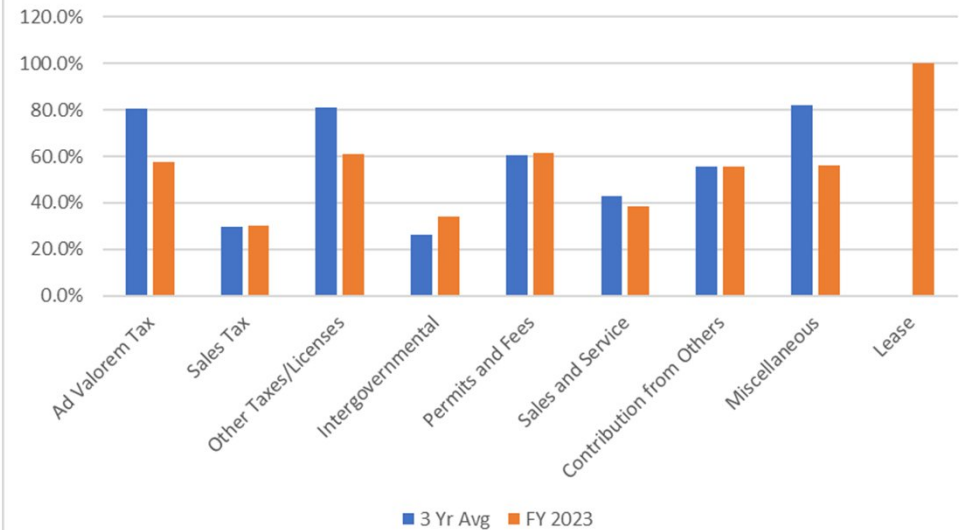
Revenue	FY23 Revised Budget	Actual	YTD %
Ad Valorem Tax	94,627,948	54,493,063	57.6%
Sales Tax	23,810,468	7,173,097	30.1%
Other Taxes/Licenses	1,667,758	1,019,888	61.2%
Intergovernmental	13,316,626	4,522,992	34.0%
Permits and Fees	2,356,142	1,449,736	61.5%
Sales and Service	2,803,258	1,085,613	38.7%
Interest	150,000	0	0.0%
Contribution from Others	786,374	438,236	55.7%
Miscellaneous	338,000	189,114	56.0%
Lease	0	14,916	100.0%
Transfers In	22,352,180	0	0.0%
Appropriated Fund Balance	8,941,138	0	0.0%
TOTAL	171,149,892	70,386,655	41.1%

Revenues by Category

Q2 Revenue by Category



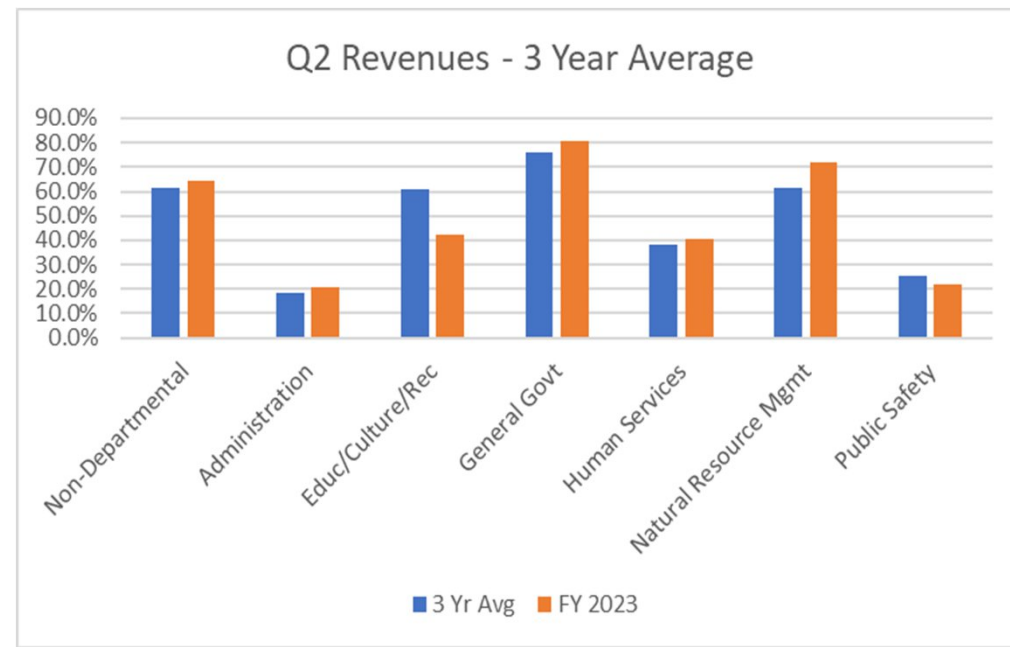
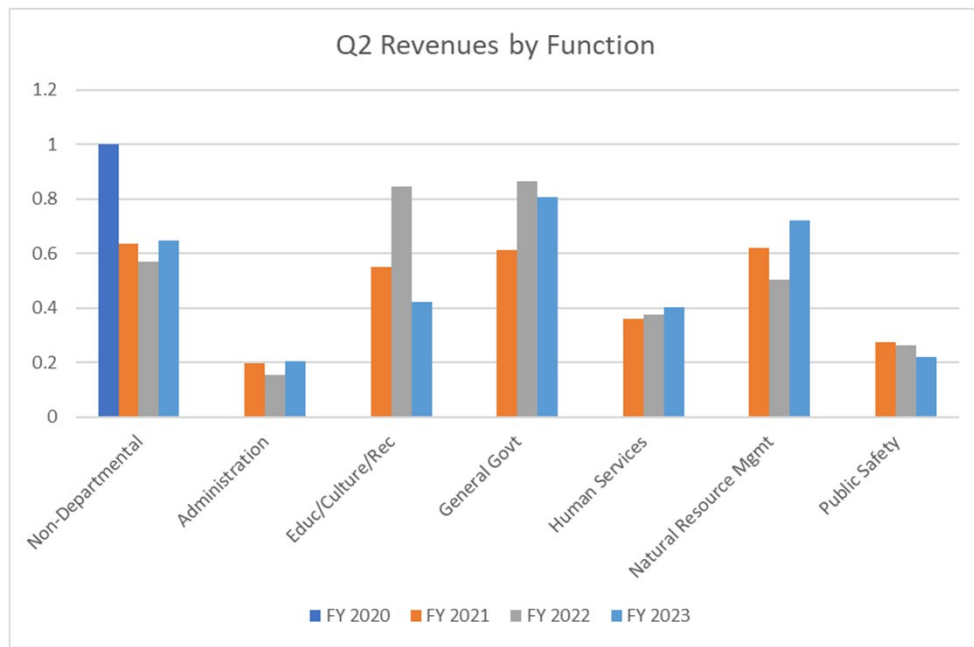
Q2 Revenues - 3 Year Average



Revenues by Function

Revenue	FY23 Revised Budget	Actual	YTD %
Non-Departmental	153,491,522	61,805,899	40.3%
Administration	981,355	291,140	29.7%
Educ/Culture/Rec	481,327	238,141	49.5%
General Govt	2,280,338	1,246,577	54.7%
Human Services	8,998,600	4,609,642	51.2%
Natural Resource Mgmt	3,006,124	1,683,590	56.0%
Public Safety	1,910,626	511,666	26.8%
TOTAL	171,149,892	70,386,655	41.1%

Revenues by Function



FY23 Revenue So Far (6 months)

Source	FY21	FY22	FY23	Growth
Register of Deeds Excise	\$690,872	\$957,754	\$919,049	-4%
Building Inspections	\$692,082	\$939,105	\$1,201,573	+28%
Watershed Protection	\$186,650	\$296,925	\$311,360	+5%
Environmental Health	\$194,138	\$284,760	\$199,528	-30%

FY23 Revenue So Far (6 months)

Source	FY21	FY22	FY23	Growth
Sales tax	\$4.5M	\$5.7M	\$6.3M	+11%
Property Tax	\$61.3M	\$69.0M	\$71.1M	+3%
Motor Vehicles	\$2.8M	\$3.0M	\$3.2M	+7%

A Note on Revenues

- Development Services continues to operate at a brisk pace in Chatham County!
- Register of Deeds excise tax revenues down slightly from last year (FY22 was a historic high)
- Inspections continues to operate at a rapid pace. Revenue through 6 months is up nearly 30% from the same time period last year.
- Environmental Health revenues down from last year – driven primarily by less septic inspections
- The Ad Valorem revenue, which is our largest single source of revenue, is slightly behind last year but total collections are higher
- We are on track to meet budget in the Ad Valorem revenue category.
- Motor Vehicle tax, another ad valorem revenue, is performing above last year in actual collections (+224k), but is slightly behind in total collection percent (-2%)

Sales Tax update

- Through 4 months, sales tax collection is at 39.7% of budget, slightly ahead of last year (39.1%)
 - Actual sales tax collections are approximately \$1.4M ahead of last year
- Locally collected sales tax is trending at 20% year-over-year growth
 - Statewide articles trending at 16% year-over-year growth
- Every collection month (thus far) in FY23 has exceeded the same month in FY22
- 2 of the 3 highest collection months in Chatham have occurred in FY23
 - August (highest) and October (3rd highest)
- We are on pace to exceed budget by \$2M+ (across all articles*)

Article 46 Sales Tax

- Reminder – we budgeted \$2,500,000 in Article 46 sales tax funds in FY23
 - \$1 million was budgeted towards schools
 - Following the guidance that the Board gave staff in late FY21, the remaining \$1,500,000 was allocated evenly across the other 3 areas authorized for use
 - Affordable Housing
 - Agricultural Preservation & Enhancement
 - Parks & Recreation
- FY23 YTD (through 4 months) Collections: \$1,098,955
 - Approximately \$170,500 ahead of last year in total collections
- On pace to exceed budget by approximately \$750k
 - If current collection trends hold
 - Once budget exceeded, we will bring budget amendment back to BOC for approval

Questions?



Chatham County, NC

Text File

File Number: 22-4646

Agenda Date: 1/17/2023

Version: 1

Status: Work Session

In Control: County Manager's Office

File Type: Agenda Item

Receive Quarterly Update on American Rescue Plan Act Funds.

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

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Budgetary Impact: None. This is an informational presentation to update the Board of Commissioners on American Rescue Plan Act Fund Projects.

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

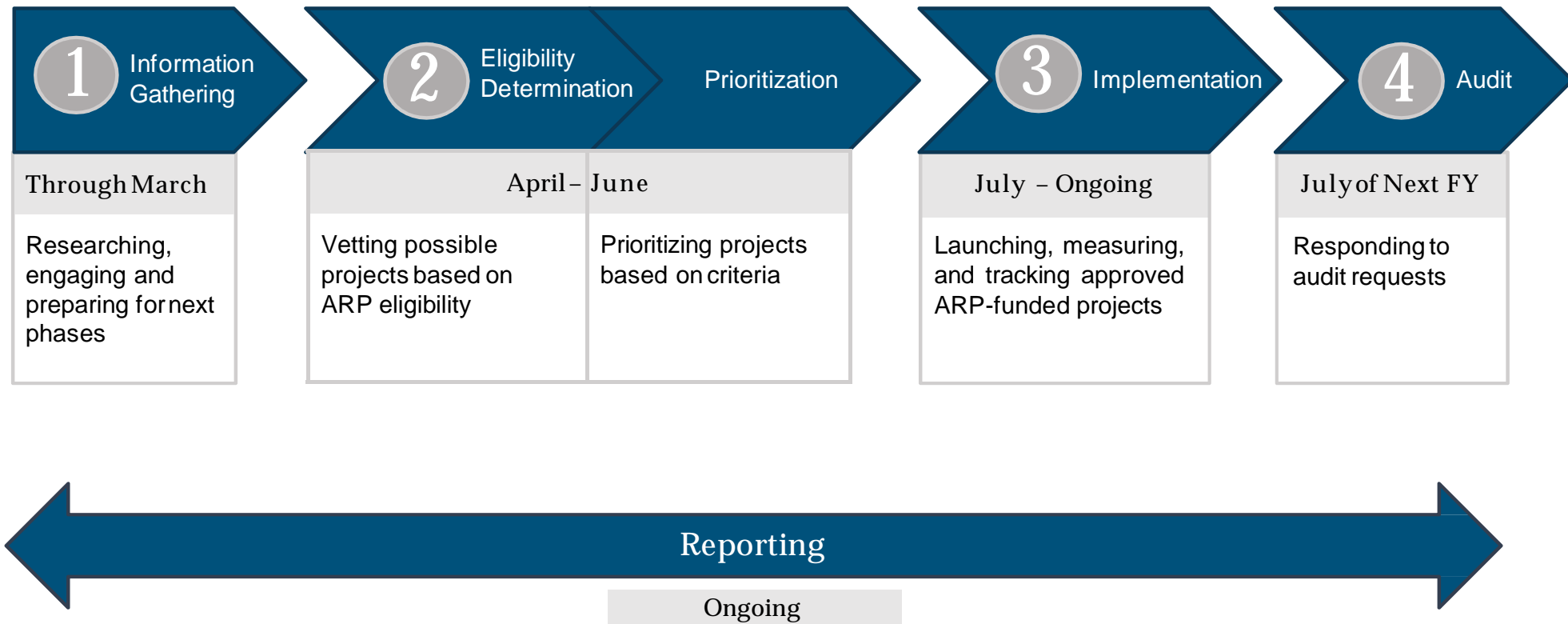


ARPA Quarterly Update

Chatham County

January 17, 2023

Chatham's Planning Process



Public Engagement

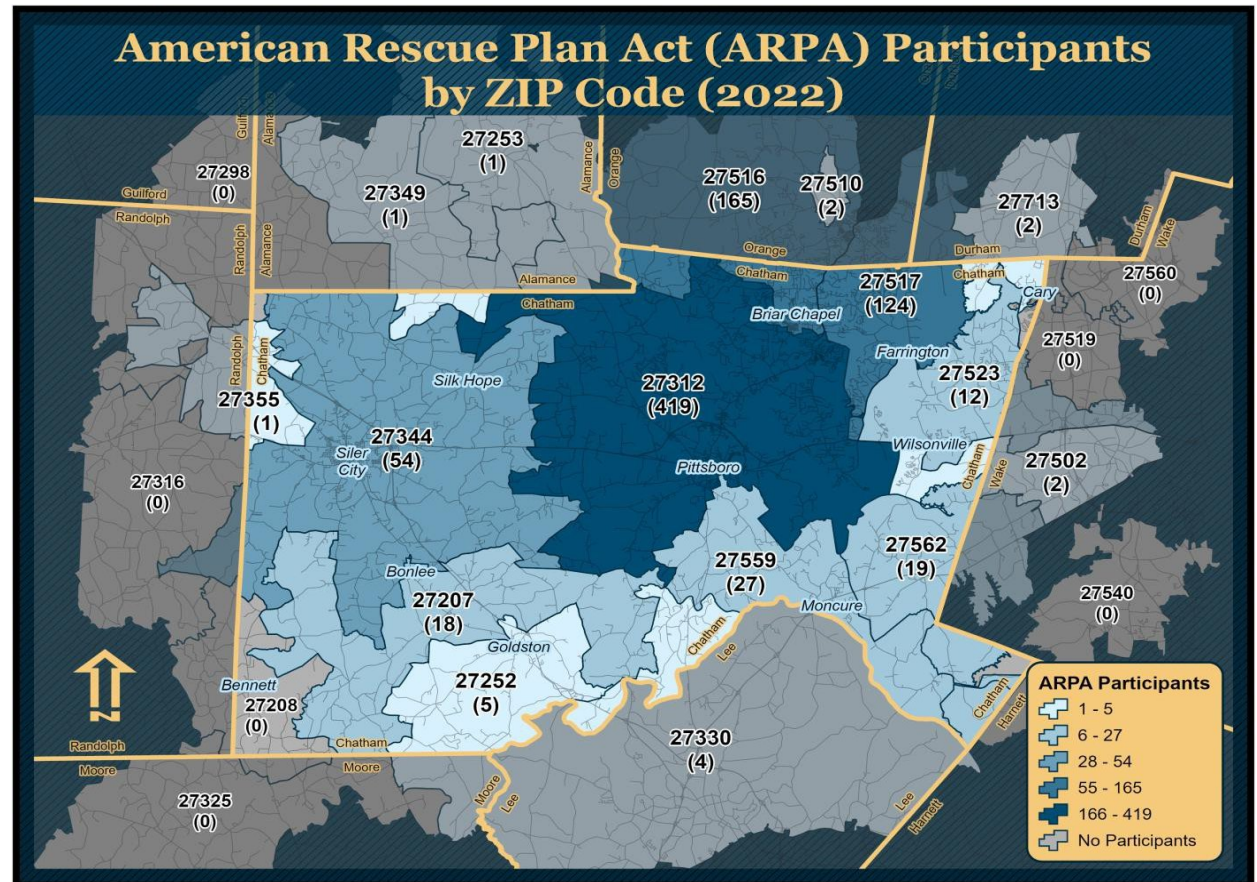
Online Survey

- 900+ participants
- Survey results reviewed and tagged by theme

Community Conversations

- 8 public engagement sessions held across the county

Public Input at Board Meetings



Final Prioritizations Review

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

REQUIRED: Compliance and Audit Costs

Internal Working Groups

- CARPenters Meetings – All Projects
- Homelessness Working Group – Housing/Transitional Shelters
- Court Programs, Budget, and Finance – Diversion Programs
- DSS, Manager's Office – Housing Division
- Manager's Office – Nonprofit Funding Process & ARPA
- Finance, Budget – Internal Controls, Compliance with UG and Award Terms

Allocation Update

Total Award: \$14,464,924

Allocated (42%): \$6,074,281.67

- Completed – Vaccine Incentives, Community Conversations
- Planned (CIP) – Parkers' Ridge Park, Detention COVID Renovation, County Network Extension to Siler City

Available (58%): \$8,390,642.33

Deadline for
expending:
December 31, 2026

Deadline for
obligation:
December 31, 2024

Previous Update

Internal Controls

- Budget and Finance have worked on a system of [internal controls](#) specifically for this grant to defray potential audit issues and ensure efficient management of the funds before projects begin.

Amended Project Ordinance

- An [amended project ordinance](#) has been approved to provide the budgetary authority to begin spending on revenue replacement projects.

Next Quarter Activities

Housing and Community Development Officer

Hydrant Repair Project

ARPA Funding Process for Nonprofits

Continued Planning for enhancements to diversion programs enhancement and housing assistance

Thank you

William Curvin

Budget and Management Analyst

william.curvin@chathamcountync.gov



Chatham County, NC

Text File

File Number: 22-4603

Agenda Date: 1/17/2023

Version: 1

Status: Work Session

In Control: Board of Commissioners

File Type: Agenda Item

Agenda Number:

Vote on a request to approve appointments to the Planning Board

Introduction & Background:

Discussion & Analysis:

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

Budgetary Impact: N/A

Recommendation/Motion: Motion to approve the appointments to the Planning Board.



Chatham County, NC

Text File

File Number: 22-4537

Agenda Date: 1/17/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Planning

File Type: Agenda Item

Vote on a legislative request by Drafting and Design Services, Inc. on behalf of Because of His Grace, LLC to approve for a rezoning from R-1 Residential to GU-NB General Use Neighborhood Business on Parcels 77640, 80540, 94921, and 5588 being a total of 9.71 acres, located at 4295 Old US 1, Cape Fear Township.

Action Requested:

Vote on a legislative request by Drafting and Design Services, Inc. on behalf of Because of His Grace, LLC to approve for a rezoning from R-1 Residential to GU-NB General Use Neighborhood Business on Parcels 77640, 80540, 94921, and 5588 being a total of 9.71 acres, located at 4295 Old US 1, Cape Fear Township.

Introduction & Background:

A legislative public hearing was held November 21, 2022. Planning staff presented the request. Also speaking was Michael Blakley, representative for the applicant, and the property owner. Parcel 80540 is a vacant parcel, but the other parcels have historically been used for residential purposes. The parcel behind these group of properties, Parcel 5585, being approximately 193 acres, has recently been approved for light industrial zoning by the Board of Commissioners.

Discussion & Analysis:

When considering a general use rezoning, all uses listed in Section 10.13 of the Chatham County Zoning Ordinance under the proposed zoning classification are permitted. However, due to site specific limitations such as wastewater capacity, access to public utilities, impervious surface limits, etc., not all uses are feasible. The decision to approve a general use rezoning shall be determined by the following criteria.

1. Any alleged error in the Ordinance, if any, which would be remedied by the proposed amendment. No error in the Ordinance is being claimed.
2. The changed or changing conditions, if any, which make the proposed rezoning reasonably necessary. Due to growth projections in the Moncure area and with the onset of several rezonings to industrial zoning designation in the surrounding area, these properties can be utilized to support the future employment centers and major manufacturing jobs already approved. This rezoning could provide a small-scale commercial retail in support of the area.

Below is the Zoning map of the area with the parcels for consideration outlined in yellow

Below is the Comprehensive Land Use map

3. The manner in which the proposed rezoning will carry out the intent and purpose of the adopted Land Use Plan or part thereof. You must note specifics from the plan/s giving reference to page number and section. Although these parcels are not located within a node area, because there are properties adjacent, a precedent for non-residential use has been established. The following has been provided in support of the Plan:

- Page 14 Economics & Growth- these properties will have the ability to provide for general retail and commercial uses to support the growing industrial opportunities that have been or will be approved in this immediate area.

- Page 24 Housing and Demographic Trends- a large subdivision in the Moncure area has already been approved. There has been interest in multi-family housing possibilities due to the industrial employment jobs being proposed in this immediate area. Residential areas can benefit from local commercial and retail services and will be needed if housing increases as projected.
 - Page 62 Land Use Policy 2- these properties will have access to the county water system but will utilize on-site septic for wastewater.
 - Page 103 Natural Resources - the project is allowed up to 36% built upon area keeping the remaining 74% undeveloped which protects the natural resources.
- Below is the Industrial Suitability Map of the Plan for this area

4. Other factors/reasons for rezoning request. A general commercial/retail business will generate traffic. Per 2020 vehicle counts, approximately 3700 ADT are on Old US 1. A proposed use for these properties could generate an additional 170-200 ADT and the road can currently support up to 14,000 ADT.

Specific site plan requirements will be reviewed by the appropriate county departments when an end user is identified. This will include a review by the Chatham County Appearance Commission for landscaping, lighting, signage, parking, etc. and shown to comply with all county regulations. Additional road improvements are proposed by NCDOT in the vicinity of these parcels in response to the Vinfast announcement and are part of Phase 2.

5. All other information required on this application or as offered by the applicant in support of the request. There are blue line streams noted on the adjacent property per the below NRCS maps. No other water features noted on these parcels.

The property fronts on Old US 1, has access to county water, and will utilize a private septic system until which time public sewer may be available.

The owner of the property stated the rezoning of these parcels would open up opportunities for a new small business that could in turn help to support his missions from his church in Lee County. He stated they want an end user that will complement the surrounding industry.

1. How does this relate to the Comprehensive Plan: Although these parcels are not located within a node area, because there are properties adjacent, a precedent for non-residential use has been established. The following has been provided in support of the Plan:

- Page 14 Economics & Growth- these properties will have the ability to provide for general retail and commercial uses to support the growing industrial opportunities that have been or will be approved in this immediate area.

The Planning Board reviewed the request during their regular meeting on December 6, 2022 and the discussion included the following:

- Interconnectivity to the Midpoint Logistics property that was recently rezoned to Light Industrial. The applicant's representative stated it was not needed as they have direct access to Old US 1.
- Be mindful of the blue line stream on the adjacent property so that it doesn't cause any issues with the development of these parcels and that a buffer could apply onto this parcel.
- Agreed that the property is a good location for a complimentary, supporting business to all the industrial being proposed in the Moncure area.

Recommendation:

The Planning Board by vote of 9-0 recommends adoption of a resolution approving the following consistency statement:

The rezoning of these parcels supports the Comprehensive Land Use Plan by providing supportive services in an industrially zoned area and will offer job opportunities.

The Planning Board voted unanimously (9-0) to recommend adoption of an ordinance amending the zoning ordinance approving a request by Drafting and Design Services, Inc. on behalf of Because of His Grace, LLC to approve for a rezoning from R-1 Residential to GU-NB General Use Neighborhood Business on

Parcels 77640, 80540, 94921, and 5588 being a total of 9.71 acres, located at 4295 Old US 1, Cape Fear Township.



Chatham County, NC

Text File

File Number: 22-4538

Agenda Date: 1/17/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Planning

File Type: Agenda Item

Vote on a legislative request by Russ Anderson to approve for a rezoning from R-1 Residential to General Use Light Industrial (IL) on Parcel 5518 being 15 acres, located at 5749 Old US 1, Cape Fear Township.

Action Requested:

Vote on a legislative request by Russ Anderson to approve for a rezoning from R-1 Residential to General Use Light Industrial (IL) on Parcel 5518 being 15 acres, located at 5749 Old US 1, Cape Fear Township.

Introduction & Background:

A legislative public hearing was held November 21, 2022. Planning staff presented the request. The owner, Russ Anderson, also addressed the Board stating this parcel is not suited for residential development, is located within an opportunity zone based on the current non-residential rezonings and the industrial development already approved, and land locked and adjoins his current boat and rv storage facility. He also stated a portion of his storage lot may be taken by NCDOT for the road improvements to New Elam Church Road to provide additional access to the VinFast site. Comments also included he would like this property rezoned so that he can have options going forward for redevelopment of his current site or adding additional supportive uses for the area.

Below is the map provided by NCDOT, Phase 1 showing the area stated by the applicant

Discussion & Analysis:

When considering a general use rezoning, all uses listed in Section 10.13 of the Chatham County Zoning Ordinance listed under the proposed zoning classification are permitted. However, due to possible limiting situations such as wastewater capacity, access to public utilities, impervious surface limits, etc., not all uses are feasible. The decision to approve a general use rezoning shall be determined by the following criteria.

1. Any alleged error in the Ordinance, if any, would be remedied by the proposed amendment. No errors are being claimed.
2. The changed or changing conditions, if any, make the proposed rezoning reasonably necessary. Due to the fast-changing industrial makeup of the Moncure area with the construction of a new FedEx distribution warehouse, the announcement of the auto manufacturer, VinFast, and the other multiple rezonings, the applicant seeks to rezone the parcel adjoining his other property where the boat and rv storage facility is. This would allow for more employment opportunities and increase in tax value.

The property is currently land locked and located on a major highway therefore making less desirable for residential development. Access to the property would be through the existing boat and RV storage facility, Parcel 92203. Should NCDOT remove access to New Elam Church Road, he will seek an alternate access via Obler Road where the Land Hunter Storage facility has been constructed which is zoned Industrial Light.

Below is the zoning map of the area

3. The manner in which the proposed rezoning will carry out the intent and purpose of the adopted Land Use Plan or part thereof. You must note specifics from the plan/s giving reference to page number and section.

Below is the Comprehensive Land Use map showing the property within the Employment Center node

Chapter 2, page 14, Economics and Growth recognize the county is growing at a fast pace and encourages businesses and industry to locate here to balance residential growth. This property is not suited for residential development and therefore supports this objective.

Chapter 3, page 41, Objective 4, this goal can be achieved by the rezoning which will allow for diversity in the tax base, provide job opportunities, and strengthen the support for existing businesses

Chapter 4, page 55, Recommendation 02, this rezoning located within an Employment Center node fosters the possibilities of increase employment opportunities.

4. Other factors/reasons for rezoning request. The current access to the parcel is through the applicant's adjoining property that front on New Elam Church Rd. Future access may be needed depending on the proposed NCDOT reconfiguration of New Elam Church Road. Regulations on lighting, setbacks, landscaping, signage, and parking will be complied with once an end user has been identified and site plans submitted for review.

5. All other information required on this application or as offered by the applicant in support of the request. The site will utilize the county water system and private septic. Stormwater controls will follow the Chatham County Storm Water Ordinance regulations.

Below is the USGS map showing no water features exist on the parcel

The Planning Board reviewed the request on December 6, 2022 and discussion included that the property is located within an Employment Center node, not an appropriate location for residential development, and soils do not support septic systems. There were also questions about access and the applicant noted that he owns the adjoining property to the west which access New Elam Church Road. He also commented that he has a good working relationship to the property owner to the north and could investigate additional access if needed.

How does this relate to the Comprehensive Plan: Chapter 4, page 55, Recommendation 02, this rezoning located within an Employment Center node fosters the possibilities of increase employment opportunities.

Recommendation:

The Planning Board by vote of 9-0 recommends adoption of a resolution approving the following consistency statement:

The rezoning of the property is consistent with the Comprehensive Land Use Plan by supporting economic growth, providing diversity to the tax base, and fostering employment opportunities within an Employment Center node.

The Planning Board voted unanimously (9-0) to recommend adoption of an ordinance amending the zoning ordinance approving a request by Russ Anderson to approve for a rezoning from R-1 Residential to General Use Light Industrial (IL) on Parcel 5518 being 15 acres, located at 5749 Old US 1, Cape Fear Township.



Chatham County, NC

Text File

File Number: 22-4539

Agenda Date: 1/17/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Planning

File Type: Agenda Item

Vote on a legislative request by Withers Ravenel on behalf of Joette and Manley Midgett for ST Wooten to approve a rezoning from R-1 Residential to CD-IH Conditional District Heavy Industrial for a concrete batch mixing plant and other proposed uses as indicated on Parcel 68321 being 21.26 acres, located off Pea Ridge Rd., Cape Fear Township.

Action Requested:

Vote on a legislative request by Withers Ravenel on behalf of Joette and Manley Midgett for ST Wooten to approve a rezoning from R-1 Residential to CD-IH Conditional District Heavy Industrial for a concrete batch mixing plant and other proposed uses as indicated on Parcel 68321 being 21.26 acres, located off Pea Ridge Rd., Cape Fear Township.

Introduction & Background:

A legislative public hearing was held on November 21, 2022. Planning staff presented the request. June Cowles, consultant for the applicant, and the vice president of ST Wooten spoke on the request and answered a questions from the Board which were:

- How is the access going to change with the proposed NCDOT road reconfigurations? ST Wooten will have a controlled access via a service road.
- Will the Duke Energy coal ash site be utilized for the mixing of the concrete? Yes

No one else spoke on the matter.

The Chatham County Appearance Commission reviewed the proposed site plan August 24, 2022. They recommended unanimously to accept the landscaping and site plan as submitted.

Although, the proposed use is for a concrete batch mixing plant, the applicant did provide a list of additional permitted uses for this rezoning. They are:

- Wireless telecommunications facilities and wireless support structures
- Asphalt manufacture or refining
- Landscaping and grading business
- Public utility transmission lines
- Grain elevators
- Fire stations, emergency medical service facilities, police stations and law enforcement offices

Below is the NCDOT proposed Phase 2 reconfiguration for this area

A community meeting was held on September 7, 2022. General questions were asked of the participating members such as hours of operation, shields for lighting, dust control, and number of trucks per day on average. The projected trip generation is approximately 72 per day between 6-8 trucks. Based on the traffic study provided with the application materials, NCDOT did not consider this amount of truck traffic to warrant a full traffic impact analysis which uses 3,000 trips per day the starting point.

Discussion & Analysis:

When determining whether a rezoning request should be approved under Section 5 Conditional Zoning

Districts, the following findings must be supported.

1. The alleged error in the Ordinance, if any, which would be remedied by the proposed amendment with a detailed explanation of such error in the Ordinance and detailed reasons how the proposed amendment will correct the same. No error is being claimed in the Ordinance.
2. The changed or changing conditions, if any, of the area or in the County generally, which make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare. The batch plant will be owned and operated by the ST Wooten Corporation which also owns the adjoining asphalt plant. It is anticipated this facility will serve the current and proposed developments either under way or preparing to develop such as the FedEx distribution warehouse, the VinFast auto manufacturer, and subdivisions. By having a facility in closer proximity to all the Moncure development, traffic will be more centralized keeping distances these trucks must travel to a much smaller area therefore off many other roadways.

Below is the Zoning map of the area

3. The manner in which the proposed amendment will carry out the intent and purpose of any adopted plans or part thereof. The parcel is located within the Employment Center node of the Comp Plan. The proposed use anticipates 12 new employment positions. Other support is as follows:
 - Chapter 2, page 21, Land Use Suitability, this area falls within the high suitability for industrial uses as well as within the Employment Center node for industrial and commercial potential.
 - Chapter 3, page 41, Objective 4, a rezoning from residential aids in the diversifying the tax base to generate jobs and reduce dependence on residential property taxes.
 - Chapter 3, page 42, Objective 5, this project will be conserving approximately 74% of the parcel due to floodable areas and streams. There is an existing cleared area in the middle of the property at the highest point where the plant and all activity will take place. They are also providing an 80 ft vegetative buffer along the eastern and southern property lines where vegetation does not exist adequately.
 - Chapter 4, Plan Elements, Recommendation 2, this project will provide employment opportunities within a designated Employment Center.
 - Chapter 4, page 56, Strategy 3.4, encourages complimentary uses in proximity to the mega site to be located.

Below if the map from the Comprehensive Land Use Plan showing within the Employment Center node

4. The requested amendment is either essential or desirable for the public convenience or welfare. A study by Ramey Kemp and Associates was conducted and the proposed use will yield about 6 truck deliveries per hour between 6am and 6pm. This level of activity did not warrant a full TIA per NCDOT.

Visually, the facility will not be seen from Pea Ridge Road. Existing tree-scape and additional vegetative buffering will surround the site on three sides. Due to the floodable areas on the property, those areas will remain undisturbed leaving 74% of the property undeveloped.

Below is the FEMA flood data map for the property

5. All other circumstances, factors, and reason which the applicant offers in support of the proposed amendment. The property is located within the RCSA which limits BUA to 36% maximum with an allowance of up to 50% with an approved SNIA. They are not seeking any additional allocation due to the floodable area on the property.

A truck washing area will be available on the site in order to keep product, gravel, and debris off the main roadways. This will be handled using recycled water from the site system.

The site will utilize the county water system at about 60,000 gpd. The storm water control measures will be consistent with the County storm water ordinance and NCDWQ to capture and treat runoff volume. The proposed use for "Asphalt manufacture or refining" shall be removed from the list of permitted uses because it requires a special study per Section 17.9 of the Zoning Ordinance, and one has not been provided. It is a required pre-requisite for submitting a Conditional District Rezoning or Special Use Permit.

The Planning Board reviewed the request on December 6, 2022. Issues discussed included:

- Members were not comfortable with all the additional uses requested. They agreed that only one additional use, Wireless Telecommunications Tower, was acceptable for this application and the applicant agreed with the reduction in uses.
- One member asked if coal ash from the beneficiation site in Moncure would be used as an additive to the concrete. The applicant stated that they would be using the local stockpile of coal ash.
- NCDOT reconfiguration plans. Applicant states access to the site will be via a service road proposed. There will not be a cross-over access to the proposed county park site once future road improvements are constructed.
- Hours of operation generally 6am to 6pm but will have occasion to operate during the nighttime hours based on need.
- A stormwater feature is shown in the floodable area per the site plan and the stream buffers need to be made clearer on the plan and show no disturbances. Applicant agreed to modify the final site plan to remove the stormwater outlet and update the stream buffer areas.

How does this relate to the Comprehensive Plan: Chapter 2, page 21, Land Use Suitability, this area falls within the high suitability for industrial uses as well as within the Employment Center node for industrial and commercial potential.

Recommendation:

The Planning Board voted unanimously 9-0 to recommend adoption of a resolution approving the following consistency statement:

- The rezoning is consistent with the Comprehensive Land Use by being located within an Employment Center node, will be a complimentary use to the mega site developments, and adding an increase property tax value.

The Planning Board voted unanimously (9-0) to recommend adoption of an ordinance amending the zoning ordinance approving a request by Withers Ravenel on behalf of Joette and Manley Midgett for ST Wooten to approve a rezoning from R-1 Residential to CD-IH Conditional District Heavy Industrial for a concrete batch mixing plant and other proposed uses as indicated on Parcel 68321 being 21.26 acres, located off Pea Ridge Rd., Cape Fear Township with the following conditions:

Site Specific Conditions

1. The recommendations from the Chatham County Appearance Commission (CCAC) shall be followed as stated in the minutes and as shown on the site plan. The planning staff and CCAC may conduct routine inspections of the property to ensure compliance with the landscaping requirements.
2. Prior to any change in use from the concrete batch plant to the one additional use, Wireless Telecommunications Tower, a revision to the site plan shall be provided through the Conditional District Rezoning process and must receive approval from the Board of Commissioners before any such change may take place.
3. The site plan shall be updated to show removal of any stormwater devices from the floodable areas and any required stream buffers shall be clearly noted and labeled no disturbances allowed.
4. A building permit shall be obtained and remain valid at all times within two years of the date of this approval or the site plan becomes null and void.

Standard Site Conditions

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

Standard Administrative Conditions:

7. Fees - Applicant and/or landowner shall pay to the County all required fees and charges attributable to the development of its project in a timely manner, including, but not limited to, utility, subdivision, zoning, and building inspections.
8. Continued Validity - The continued validity and effectiveness of this approval was expressly conditioned upon the continued compliance with the plans and conditions listed above.

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

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



Chatham County, NC

Text File

File Number: 22-4607

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Health Department

File Type: Agenda Item

Agenda Number:

Vote on a request to accept \$35,463 TDE Perinatal Care Coordination grant funds from UNC Chapel Hill

Action Requested: Vote on a request to accept \$35,463 TDE Perinatal Care Coordination grant funds from UNC Chapel Hill

Introduction & Background: The Chatham County Public Health Department as the backbone organization for the Equity for Moms and Babies Realized Across Chatham (EMBRACe) project is partnering with UNC Chapel Hill Department of Family Medicine and Piedmont Health Services on the implementation of a Duke Endowment-funded Perinatal Care Coordination project. The EMBRACe Coordinating Committee will support the implementation of the project.

Discussion & Analysis: The grant dollars will be used to support the execution of the following scope of work:

1. **In partnership with birthing people in the community who are or have had to navigate the system, develop an experiential map of the local system of perinatal care. Map will help inform perinatal care coordination by identifying:**
 - a. What services within and outside PHS are being used
 - b. To what extent moms and babies return to site of prenatal care for postnatal and infant care
 - c. Barriers experienced by birthing people as they seek care
 - d. Gaps and disconnects in local system of care
 - e. Experiences of discrimination, bias, and feeling unheard as well as experiences of respect, inclusion, belonging, and being seen and heard
2. **Map the key data that informs perinatal clinical and social care including where structural pattern (*alternative- Map the flow of perinatal and postpartum data across the system to determine how data gaps/roadblocks contribute to poor outcomes*)**
 - a. Collaborate with internal PHS data team to support identification, collection, analysis and reporting of data from enhanced screening to inform patient experiences with care coordination, dental, behavioral health as well as the chosen birthing hospital

- b. Decrease missing data elements between birthing hospital and prenatal provider
 - i. Data across other agencies
 - c. Support development of new patient survey to include patient experiences with health equity, respectful care
- 3. Using mapping data and themes from Provider and Community Story Circles, support the development of processes that seamlessly coordinate perinatal and postpartum services around birthing people of color**
- a. Work with partner organizations to integrate CCPHD Equity for Moms and Babies Nurse Home Visiting Program and prenatal support group into perinatal system of care
 - b. Continue to advance WIC and Medicaid alignment in Chatham County to increase WIC enrollment
 - c. Identify additional opportunities to create operational protocols across agencies that improve perinatal care coordination from the patient's perspective
- 4. Foster collaboration among leaders to support and sustain a comprehensive coordinated system of perinatal system of care centered on the goal of equitable outcomes for moms and babies**
- a. Facilitation of EMBRACe Steering Committee engagement with this grant, including how to identify shared purpose, goals, language
 - b. Distribute and analyze organizational equity assessments
 - c. Help oversee administration of health equity training
 - d. Work with partner organizations to complete inventory of perinatal programs, services, and resources in Chatham County

How does this relate to the Comprehensive Plan: Project supports cross-sector engagement in the pursuit of better health for Chatham residents.

Budgetary Impact: No Local Funding Requested (Or required information)

Recommendation: Vote on a request to accept \$35,463 TDE Perinatal Care Coordination grant funds from UNC Chapel Hill



Chatham County, NC

Text File

File Number: 22-4610

Agenda Date: 1/17/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Health Department

File Type: Agenda Item

Vote on a request to approve \$1,165.00 additional Title X funds to the NC Statewide Family Planning Program FY 22-23.

Action Requested: Vote on a request to approve \$1,165.00 additional Title X funds to the NC Statewide Family Planning Program FY 22-23.

Introduction & Background: This funding augments prior funding through the same program. The Agreement Addendum ensures that the Local Health Department provides a wide range of preventive care that is critical to an individual's reproductive and sexual health. Family planning services provide the delivery of related preventive health services including patient education and counseling; physical examinations; laboratory testing; basic infertility services; cervical and breast cancer screening; sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, treatment, and referral; pregnancy diagnosis and counseling; training on reproductive life planning skills; achieving pregnancy counseling; preconception health counseling; education regarding a wide range of contraceptive methods; and emergency contraception. These services promote self-determination in matters of reproductive health. They help reduce infant mortality and morbidity by decreasing the number of unplanned pregnancies and the poor health outcomes associated with them. These services also improve an individual's health by providing access to preventive care. They lower health care costs by reducing the need for abortions and preventing costly, high-risk pregnancies and their aftereffects.

Discussion & Analysis: This Agreement Addendum Revision #1 increases Title X funding to enable the Local Health Department to purchase family planning methods to provide to clients seeking family planning services. These additional funds are available only through March 31, 2023.

How does this relate to the Comprehensive Plan: n/a

Budgetary Impact: No Local Funding Requested

Recommendation: Vote on a request to approve \$1,165.00 additional Title X funds to the NC Statewide Family Planning Program FY 22-23.



Chatham County, NC

Text File

File Number: 22-4631

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Finance

File Type: Agenda Item

Vote on a request to approve Fiscal Year 2022-2023 Budget Amendments

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

Introduction & Background: During the fiscal year, the budget must be amended as changing conditions warrant. The fiscal year 2022-2023 budget ordinance authorizes the County Manager to transfer funds within a department without limitation. The Manager may also transfer amounts of up to \$5,000 between departments of the same fund and transfer amounts up to \$50,000 from contingency with a memorandum report of such transfers to the Board. The Board must approve all other transfers.

Discussion & Analysis: The attached proposed amendments must be approved by the Board of Commissioners for fiscal year 2023.

The Library department's budget is being increased by \$17,000 to cover expenses related to a grant received from the NC Department of Natural and Cultural Resource to purchase a kitchen trailer.

The Sheriff department's budget is being increased by \$3,681 to cover additional youth services donations.

The General department's budget is being increased by \$168,112 with an appropriation to fund balance to cover article 46 sales tax revenue received in prior year.

The Planning department's budget is being increased by \$272,623 with an appropriation to fund balance to cover expenses related to the small area plan.

The Housing Trust Fund is being increased by \$168,112 to cover additional article 46 sales tax revenue received in prior year.

The Planning department's budget is being increased by \$379,420 with a transfer from contingency to cover small area plan costs and the SAP initial assessment.

Budgetary Impact: The proposed amendments increase the General Fund by \$461,416 including an increase to appropriated fund balance in the amount of \$440,735. The

proposed amendments increase the Housing Trust Fund by \$168,112. Transfers from general fund contingency total \$379,420.

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

FY 2023 Budget Amendments

General Fund

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
General	Library	Additional State Funds	17,000		
General	Library	Prg - LSTA Grant		17,000	NC Dept of Natural & Cultural Resources-Kitchen Trailer Purchase
General	Sheriff	Youth Services Donations	3,681		
General	Sheriff	Youth Services		3,681	Youth Services Donations
General	General	Appropriated Fund Balance	168,112		
General	General	Transfer Out - Housing Trust		168,112	Housing FY22 Article 46 Transfer
General	Planning	Appropriated Fund Balance	272,623		
General	Planning	Contracted Services		272,623	Small area plan costs

Total General Fund Budget Increase (Decrease):

461,416	461,416
----------------	----------------

FY23 General Appropriated Fund Balance:

7,950,175

Additional Appropriation with Amendments:

440,735

FY23 Total General Appropriated Fund Balance:

8,390,910

FY 2023 Budget Amendments

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
Housing Trust	Housing Trust	Transfer In - General	168,112		FY22 Housing Art 46 Transfer
Housing Trust	Housing Trust	Allocations - Housing		168,112	
Total Housing Trust Fund Increase (Decrease):			<u>168,112</u>	<u>168,112</u>	

FY2023 Contingency Transfers

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
General	Planning	Contingency		(300,000)	
General	Planning	Contracted Services		300,000	to cover small area plan costs
General	Planning	Contingency		(79,420)	
General	Planning	Contracted Services		79,420	to cover SAP initial assessment
Total Transfers from Contingency:				<u><u>379,420</u></u>	



Chatham County, NC

Text File

File Number: 22-4635

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Planning

File Type: Agenda Item

Vote on a request by Mark Ashness, P.E. on behalf of Pea Ridge Developers, LLC to approve subdivision First Plat review and approval of Firefly Overlook, consisting of 30 lots on 75.2 acres, located at the corner of Seaforth Road (SR-1941) and N. Pea Ridge (SR-1700), parcels 18070 and 17531.

Action Requested:

Vote on a request by Mark Ashness, P.E. on behalf of Pea Ridge Developers, LLC to approve subdivision First Plat review and approval of Firefly Overlook, consisting of 30 lots on 75.2 acres, located at the corner of Seaforth Road (SR-1941) and N. Pea Ridge (SR-1700), parcels 18070 and 17531.

Introduction & Background:

Zoning: R-1

Water System: Private Water

Sewer System: Private on-site

Subject to 100-year flood: No special flood hazard area within the development.

General Information:

The subdivision process is a four (4) step process: Concept Plan, First Plat, Construction Plan, and Final Plat. The applicant has completed the community meeting and the Concept Plan review. The minimum lot size requirement for the project is 40,000 square feet of useable area. The Planning Board has two (2) meetings in which to act on the proposal.

Discussion & Analysis:

The request is for First Plat review and recommendation of Firefly Overlook, consisting of 30 lots on 75.5 acres, corner of N. Pea Ridge Road, SR-1700 and Seaforth Road SR-1941, parcels numbers 18070 and 17531. A vicinity map showing the property location, is included in the agenda packet. Per the Subdivision Regulations, Section 5.2C(4), a Public Hearing shall be held at the first Planning Board meeting to receive comments on the proposed subdivision. Item (b) states that following the Public Hearing, the Planning Board shall review the proposal, staff recommendation, and public comments and indicate their recommendation for approval, disapproval or approval subject to modifications. As stated above the Planning Board has two (2) meeting to act on the proposal.

Roadways: Firefly Overlook, Whitesound Way, and Green Turtle Lane are proposed to be built with a 20-foot-wide travel way and a 50-foot-wide public right-of-way and is to be state maintained

Historical: The applicant contacted Sy Robbins and Bev Wiggins, Chatham County Historical Association (CCHA), on August 31, 2022 via email correspondence. There's a 10x10 rubble shelter on the property. An email dated November 14, 2022 from Bev Wiggins inquiring about a possible half acre cemetery within the proposed project. (Email correspondence link

<<https://www.chathamcountync.gov/home/showpublisheddocument/62187/638046349725394327>>) Mr. Ashness stated the cemetery was behind the church that was part of the original 80 acres.

Schools: Notification of the proposed development was provided to the Chatham County School System. Mr. Randy Drumheller, Chatham County Schools Director of Maintenance and Construction corresponded by email dated September 1, 2022.

General Environmental Documentation: The developer submitted the General Environmental Documentation and a letter dated August 25, 2022, from North Carolina Department of Natural and Cultural

Resources Natural Heritage Program to Chatham County Land & Water Resources Division for review. The letter states "A query of the NCNHP database, indicates that there are no records for rare species, important natural communities, natural areas, and/or conservation/managed areas within the proposed project boundary Please note that although there may be no documentation of natural heritage elements within the project boundary, it does not imply or confirm their absence; the area may not have been surveyed."

Rachael Thorn, Watershed Protection Director, reviewed the information submitted. Ms. Thorn replied in a letter dated September 14, 2022 that the requirement has been met. Additional comments included any Allowable uses and Allowable with Mitigation uses in the protected riparian buffer will require a Buffer Authorization from Chatham County, all permits with wetland and stream impacts from NC Division of Water Resources and the US Army Corps of Engineers will need to be obtained prior to receiving approval from Chatham County for a Grading Permit and Land Disturbing Permit. GED approval letter <<https://www.chathamcountync.gov/home/showpublisheddocument/62097/638035812831200000>> Community Meeting: A community meeting was held on August 31, 2022 at Chatham County Public Library, 197 NC Highway 87, Pittsboro. Approximately eighteen (18) people attended the meeting. Items/issues discussed included:

- Will there be an HOA?
- Will there be lighting? Have they considered "dark skies" policy?
- Will lots be sold to individuals or to builders?
- Has the soil been tested for septic?
- Concerns with Turtle Creek flooding Seaforth Road.
- Concerns with neighboring wells and the depth of the new wells
- What type of septic systems to be installed?
- Will County water be extended?
- Will there be high speed internet?
- What type of amenities for the development?
- When will homes be constructed?
- Will the site be clearcut?
- What will be done about stormwater run-off?

Technical Review Committee: The TRC met virtually on November 16, 2022 to review the First Plat submittal. The applicant Mark Ashness, P.E. and applicant were present. Items discussed included:

- Will there be street lighting? Mr. Ashness stated, some street lighting will be within the project.
- What are the setbacks? Standard setbacks
- If the buffer crossing was within the 75-degree and 105-degree threshold - Mr. Ashness stated they can provide that as required
- Driveway buffer crossing for lot 14 it is not perpendicular, the driveway can be adjusted to come up lots 15, 16, or 17 - Mr. Ashness stated they will adjust the driveway and have it come between Lot 15, 16, or 17.
- Road names are reserved for approval
- Closest water point on North Pea Ridge Road is Cross Wind Estates on Hwy 64, hydrants at Seaforth High School and Jordan Lake, quite a way to shuttle water to a structure fire
- Cemetery behind the church may be part of project - Cemetery is behind the church per Mr. Ashness
- Sight distance at proposed location found to not meet minimum requirements based on NCDOT field visit. NCDOT advised to move the driveway connection up to a location 395 LF W of the centerline of the intersection with Seaforth Rd (basically, to the crest of the vertical curve) to achieve sight distance
- Increase right-of-way to 60' wide
- Use a widened entrance
- NCDOT doesn't anticipate the need for roadway improvements

Septic: A soils report and map, was submitted to James Tiger, On Site Wastewater Supervisor, REHS, with Chatham County Environmental Health, for review. Mr. Tiger stated he had concerns with Lots 3, 10, 13 and 27 and any lot with less than 12,000 square feet of useable soils area. All other lots should have adequate area per the soils report.

Water: Each lot will have individual wells.

Road Name: The road names Firefly Overlook, Whitesound Way, and Green Turtle Lane have been

approved by Chatham County Emergency Operations Office as acceptable for submittal to the Board of Commissioners for approval. Soil Report

<<https://www.chathamcountync.gov/home/showpublisheddocument/62101/638035816877400000>> and email correspondence

<<https://www.chathamcountync.gov/home/showpublisheddocument/62103/638035818340670000>>

Water Features: Rhiannon Graham with Terracon, submitted the Riparian Buffer Review Application along with a riparian buffer map, to Drew Blake, Asst. Director Watershed Protection Dept. for review. Mr. Blake and staff member of Terracon completed an on-site riparian buffer review on July 14, 2022, to verify the consultant's findings. Mr. James Lastinger with the U.S. Army Corps of Engineers has not visited the site, he has provided an email dated October 20, 2022 he received the request July 26, 2022 and plans to approve the Preliminary Jurisdictional Determination but hasn't had the opportunity to complete the request. Mr. Blake issued a report of his findings dated July 22, 2022, confirming one (1) ephemeral stream, three (3) intermittent streams, three (3) perennial streams, and nine (9) potential wetlands were identified. The one ephemeral stream requires 30- ft buffers, three (3) intermittent streams require 50-ft buffers, the three (3) perennial streams require 100-ft buffers, and the nine (9) wetlands require 50-ft buffers from all sides landward. Riparian buffer report

<<https://www.chathamcountync.gov/home/showpublisheddocument/62089/638035811057700000>>

Stormwater and Erosion Control: Three stormwater devices are proposed and will be placed in open space. The devices are located between Lots 29 and 30 and between Lots 17 and 18. As part of the stormwater permitting process additional information will be provided to the Watershed Protection Department. A Stormwater Permit and Sedimentation & Erosion Control Permit will be obtained from the Chatham County Watershed Protection Department prior to Construction Plan submittal. No land disturbing activity can commence on the property prior to obtaining Construction Plan approval.

Site Visit: The site visit scheduled for November 29, 2022 and December 1, 2022. At the time of preparing the notes for Planning Board packets staff has not visited the site. Pictures of the site visit may be viewed on the Planning Department webpage at www.chathamcountync.gov/planning

<<http://www.chathamcountync.gov/planning>>, Rezoning and Subdivision Cases, 2022 and will be available after the site visit.

Planning Board:

Planning Board met December 6, 2022. Mr. Mark Ashness, P.E. was present on behalf of the developer and provided a brief overview of the proposed project. Board members discussed the following:

- Is the stream crossing for Lot 14 a perennial or intermittent? Perennial stream with 100' buffer per Mr. Ashness
- Concerns about Lots 3, 10, 13, and 27 septic and what's being done to ensure there are suitable soils? Mr. Ashness stated we have a reputable soil scientist and we trust his work and report. The square footage of those lots in his report exceeded the requirements. If there is any reason we cannot achieve this during the permitting, then a lot would need to go away, but we do not anticipate that need.
- The first stream crossing is rather significant, what are the plans for the crossing and alleviating any flood concerns? The crossing will be where two streams connect into one larger stream, this area is where the stream shallows out and is often dry.
- Concerns about the project not be located near a water source in the event of fire, but this is common with in Chatham County.
- How much land disturbance for the State regulated septic systems? Per Mr. Ashness, it the same a conventional system.

After the Planning Board meeting Planning staff received an email from Mr. Edding Wilson. Mr. Wilson expressed concerns with the number of homes on wells and if the water table would allow without wells going dry, if the developer would find individual perk sites for each lot, if storm runoff damages Turtle Creek Drive who is responsible for the damages, and if the Army Corp of Engineers has sign off on the project.

How does this relate to the Comprehensive Plan:

Plan Chatham was adopted by the Board of Commissioners in November 2017 and is a comprehensive plan that provides strategic direction to address the most pressing needs in the county. The proposed conventional subdivision is in an area of the county identified as Rural on the Future Land Use and

Conservation Plan Map (Land Use Strategy 5.2). The description for rural includes single family homes on large lots, low density development, mix use of agriculture, home-based and small-scale businesses, open space, greenway trails, protected lands, and conservation easements.

The proposed subdivision meets the adopted riparian buffer and stormwater control standards of the county. The developer also contacted the NC Natural Heritage Program to review their database for any rare species, important natural communities, natural areas, or conservation/managed areas within the project boundary and no rare species were identified in their records. It should be noted that Plan Chatham is not intended to be used as a regulatory tool but is a policy document. When reviewing subdivision applications, the boards can use the plan as a tool to identify future regulatory changes.

Recommendation:

The Planning Department and Planning Board by unanimous vote (9-0) recommends granting approval of the road names Firefly Overlook, Whitesound Way, and Green Turtle Lane and granting approval of subdivision First Plat for Firefly Overlook with the following conditions:

1. Approval of the First Plat shall be valid for a period of twelve (12) months following the date of approval by the Board of Commissioners and the Construction Plan approval shall be valid for a period of twenty-four (24) months from the date of approval by the Technical Review Committee or Board of Commissioners.
2. The county attorney shall review and approve the contract and performance guarantee prior to final plat recordation.
3. Driveway buffer crossing for Lot 14 shall be perpendicular, if there's a shared driveway Section 7.4 of the Subdivision Regulations shall apply.
4. Verify Lots 3, 10, 13 and 27 shall have adequate soil area for septic.



Chatham County, NC

Text File

File Number: 22-4639

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Finance

File Type: Appointment

Vote on a request to appoint Tammy Kirkman, Jessica Norton and Nicholas Keifer as Deputy Finance Officers for the purpose of signing inmate trust account checks

Action Requested: Vote on a request to appoint Tammy Kirkman, Jessica Norton and Nicholas Keifer as Deputy Finance Officers for the purpose of signing inmate trust account checks

Introduction & Background: The Detention Division of the Chatham County Sheriff's Department manages funds of individuals who are incarcerated in the Chatham County jail. The funds that are collected upon incarceration and funds that are deposited on the inmates' behalf, if not spent while incarcerated, are returned to the inmate when they leave the facility. If inmates are transferred to another facility, a check must be issued for the balance of funds in the inmate's account. If approved, these appointments will supersede any prior approvals for the Detention Division.

Budgetary Impact: None

Recommendation: Motion to appoint Tammy Kirkman, Jessica Norton and Nicholas Keifer as Deputy Finance Officers for the purpose of signing inmate trust account checks



Chatham County, NC

Text File

File Number: 22-4640

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Tax Office Assessor

File Type: Agenda Item

Vote to approve Tax Releases and Refunds

Action Requested: Vote 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 1/03/23
 TIME 11:35:05
 USER CHAMY
 SKIP NEGATIVE ABATEMENTS
 TAX

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
 CHATHAM CO TAX DEPARTMENT
 DEPOSIT DATES 12/01/2022 THROUGH 12/31/2022
 OMIT ABATE CODES ERROR BOER CHGOF PTC

PAGE 1
 PROG# CL2182

YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2014	JEEWEK DAVID P	12/20/2022	2126031	107		2.57				MOVED IN 2013	OCNTY
2014	TAYLOR JAMES EVAN	12/06/2022	2151539	106		14.70				TP DECEASED	OWNER
2014	TAYLOR JAMES EVAN	12/06/2022	2151540	106		2.44				TP DECEASED	OWNER
2014	TAYLOR JAMES EVAN	12/06/2022	2151541	106		2.44				TP DECEASED	OWNER
** YEAR TOTALS **						22.15					
2015	JEEWEK DAVID P	12/20/2022	2188157	107		2.40				MOVED 2013	OCNTY
2015	TAYLOR JAMES EVAN	12/06/2022	2216103	106		13.35				TP DECEASED	OWNER
2015	TAYLOR JAMES EVAN	12/06/2022	2216104	106		2.46				TP DECEASED	OWNER
2015	TAYLOR JAMES EVAN	12/06/2022	2216105	106		2.46				TP DECEASED	OWNER
** YEAR TOTALS **						20.67					
2016	JEEWEK DAVID P	12/20/2022	2250770	107		2.43				MOVED 2013	OCNTY
2016	TAYLOR JAMES EVAN	12/06/2022	2280928	106		12.23				TP DECEASED	OWNER
2016	TAYLOR JAMES EVAN	12/06/2022	2280929	106		2.50				TP DECEASED	OWNER
2016	TAYLOR JAMES EVAN	12/06/2022	2280930	106		2.50				TP DECEASED	OWNER
** YEAR TOTALS **						19.66					
2017	JEEWEK DAVID P	12/20/2022	2313999	107		4.03				MOVED IN 2013	OCNTY
2017	NEFF KENNETH DALE	12/28/2022	2293377	101		3.95				MOVED IN 2016	OCNTY
2017	TAYLOR JAMES EVAN	12/06/2022	2346230	106		10.90				TP DECEASED	OWNER
2017	TAYLOR JAMES EVAN	12/06/2022	2346231	106		4.13				TP DECEASED	OWNER
2017	TAYLOR JAMES EVAN	12/06/2022	2346232	106		4.13				TP DECEASED	OWNER
** YEAR TOTALS **						27.14					
2018	JEEWEK DAVID P	12/20/2022	2377393	107		4.03				MOVED I 2013	OCNTY
2018	NEFF KENNETH DALE	12/28/2022	2357836	101		3.95				MOVED IN 2016	OCNTY
2018	PRINCE RADER A MRS	12/12/2022	2408547	112	970.52					CORRECT ACREAGE	WVAL
2018	TAYLOR JAMES EVAN	12/06/2022	2411932	106		9.82				TP DECEASED	OWNER
2018	TAYLOR JAMES EVAN	12/06/2022	2411933	106		4.13				TP DECEASED	OWNER
2018	TAYLOR JAMES EVAN	12/06/2022	2411934	106		4.13				TP DECEASED	OWNER
** YEAR TOTALS **						970.52	26.06				
2019	JEEWEK DAVID P	12/20/2022	2506613	107		4.28				MOVED IN 2013	OCNTY
2019	NEFF KENNETH DALE	12/28/2022	2488130	101		4.35				MOVED 2016	OCNTY
2019	PRINCE RADER A MRS	12/12/2022	2539610	112	1039.70					CORRECT ACREAGE	WVAL
2019	TAYLOR JAMES EVAN	12/06/2022	2542884	106		9.33				TP DECEASED	OWNER
2019	TAYLOR JAMES EVAN	12/06/2022	2542885	106		4.36				TP DCEASED	OWNER
2019	TAYLOR JAMES EVAN	12/06/2022	2542886	106		4.36				TP DECEASED	OWNER
** YEAR TOTALS **						1039.70	26.68				
2020	JEEWEK DAVID P	12/20/2022	2571849	107		4.28				MOVED IN 2013	OCNTY
2020	NEFF KENNETH DALE	12/28/2022	2553943	101		4.35				MOVED IN 2016	OCNTY
2020	PRINCE RADER A MRS	12/12/2022	2606197	112	1039.70					CORRECT ACREAGE	WVAL
2020	SIGMON KELLIE H	12/06/2022	2579366	106					125.00	SWFEE WAIVED PER	SWFEE

DATE 1/03/23		BOARD REVIEW OF CORRECTED RECEIPTS REPORT										PAGE 2
TIME 11:35:05		CHATHAM CO TAX DEPARTMENT										PROG# CL2182
USER CHAMY		DEPOSIT DATES 12/01/2022 THROUGH 12/31/2022										
SKIP NEGATIVE ABATEMENTS		OMIT ABATE CODES ERROR BOER CHGOF PTC										
TAX		DEPOSIT										
YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD	
2020	TAYLOR JAMES EVAN	12/06/2022	2609582	106		8.89				TP DECEASED	OWNER	
2020	TAYLOR JAMES EVAN	12/06/2022	2609583	106		4.36				TP DECEASED	OWNER	
2020	TAYLOR JAMES EVAN	12/06/2022	2609584	106		4.36				TP DECEASED	OWNER	
** YEAR TOTALS **					1039.70	26.24			125.00			
2021	ARGUETA EDWIN O	12/13/2022	2650006	103		4.05				TITLE TRANSFER P	PPSLD	
2021	CDT HEALTHCARE PLLC	12/20/2022	2668178	202	237.47					USPS PROOF	NOLL	
2021	CDT HEALTHCARE PLLC	12/20/2022	2668179	202	83.42					USPS PROOF	NOLL	
2021	CDT HEALTHCARE PLLC	12/20/2022	2668180	202	2.01					USPS PROOF	NOLL	
2021	JEEWEK DAVID P	12/20/2022	2637459	107		4.26				MOVED IN 2013	OCNTY	
2021	KING YANCY R	12/28/2022	2623509	101		5.45				PAID ROCKINGHAM	OCNTY	
2021	MARIANI ROBERT AUGUSTUS	12/29/2022	2650165	107		4.26				MOVED IN 2020	OCNTY	
2021	NEFF KENNETH DALE	12/28/2022	2620024	101		4.32				MOVED IN 2016	OCNTY	
2021	PRINCE RADER A MRS	12/12/2022	2673917	112	2213.17					CORRECT ACREAGE	WVAL	
2021	SIGMON KELLIE H	12/06/2022	2644663	106					125.00	SWFEE WAIVED PER	SWFEE	
2021	TAYLOR JAMES EVAN	12/06/2022	2677218	106		8.45				TP DECEASED	OWNER	
2021	TAYLOR JAMES EVAN	12/06/2022	2677219	106		4.36				TP DECEASED	OWNER	
2021	TAYLOR JAMES EVAN	12/06/2022	2677220	106		4.36				TP DECEASED	OWNER	
2021	TURNBERRY INTERIOR DESIGN	12/29/2022	2649708	201		56.78				ANNUAL TAG	NOBOC	
** YEAR TOTALS **					2213.17	419.19			125.00			
2022	KIRKMAN CLARK H JR TRUST	12/19/2022	2751767	106	2533.59					PER WINDY	LUERR	
2022	KIRKMAN CLARK H JR TRUST	12/19/2022	2751768	106	2533.59					PER WINDY	LUERR	
2022	KIRKMAN CLARK H JR TRUST	12/19/2022	2751769	106	2749.23					PER WINDY	LUERR	
2022	ARGUETA EDWIN O	12/13/2022	2716075	103		4.05				TITLE TRANSFER P	PPSLD	
2022	BROWER KELLI THURMAN	12/21/2022	2714382	103					5.00	REMOVE TAG FEE	NOBOC	
2022	BRUCKER DENNIS CRAIG	12/30/2022	2696077	103		4.46				OUT OF STATE	OCNTY	
2022	CAMPBELL TOWING & RECOVERY INC	12/15/2022	2736656	124	214.95					PERM TK	NOBOC	
2022	CAMPBELL TOWING & RECOVERY INC	12/15/2022	2736659	104		36.09				PERM TK	NOBOC	
2022	CARROLL CHRIS	12/28/2022	2695409	124		28.72				OVER ASSESSED	PPVAL	
2022	FAULKNER ADAM GLEN	12/05/2022	2740381	105		803.31				LOCATED IN WAKE	OCNTY	
2022	FORMALE VINCENT	12/28/2022	2720672	107		33.77				SOLD IN 2021	PPSLD	
2022	HERON DOUGLAS GRANDT	12/15/2022	2740826	107		224.80				SOLD	PPSLD	
2022	JEEWEK DAVID P	12/20/2022	2704461	107		4.31				MOVED IN 2013	OCNTY	
2022	KING YANCY R	12/28/2022	2691197	101		5.18				PAID ROCKINGHAM	OCNTY	
2022	KIRKMAN WILLIAM BENSON	12/19/2022	2751770	106	2749.23					PER WINDY	LUERR	
2022	LOWMASTER TRANSPORT LLC	12/06/2022	2733673	103		298.49				SOLD 1/2/21	PPSLD	
2022	MARIANI ROBERT AUGUSTUS	12/29/2022	2716227	107		4.31				MOVED IN 2020	OCNTY	
2022	MCDEVITT GARY D	12/28/2022	2727101	203	454.50					SHOULD HAVE HAD	NOSCE	
2022	MCLAURIN HUGH DAVID JR	12/28/2022	2715763	106	1221.10					PER WINDY	LUERR	
2022	MELVIN CHRISTOPHER LEE	12/21/2022	2740391	105		344.36				CORRECT VALUE	WVAL	
2022	NEFF KENNETH DALE	12/28/2022	2687840	101		4.32				MOVED IN 2016	OCNTY	
2022	PETERSON CHRIS COLEMAN	12/28/2022	2740396	105		366.00				PAID MOORE CO	OCNTY	
2022	PETERSON CHRIS COLEMAN	12/28/2022	2740397	105		10.59				PAID MOORE CO	OCNTY	
2022	ROMASCANU STEFAN	12/28/2022	2709172	107		12.41				SOLD IN 2021	PPSLD	
2022	RUARK JASON EDWARD	12/28/2022	2740000	105		683.34				PAID WAKE CO FOR	OCNTY	
2022	SEDER DAVID	12/28/2022	2720260	107		4.31				MECKLENBERG CO	OCNTY	
2022	SIGMON KELLIE H	12/06/2022	2711171	106					125.00	SWFEE WAIVED PER	SWFEE	
2022	TAYLOR JAMES EVAN	12/06/2022	2746190	106		8.01				TP DECEASED	OWNER	

DATE 1/03/23	BOARD REVIEW OF CORRECTED RECEIPTS REPORT										PAGE 3
TIME 11:35:05	CHATHAM CO TAX DEPARTMENT										PROG# CL2182
USER CHAMY	DEPOSIT DATES 12/01/2022 THROUGH 12/31/2022										
SKIP NEGATIVE ABATEMENTS	OMIT ABATE CODES ERROR BOER CHGOF PTC										
TAX	DEPOSIT										
YEAR TAXPAYER NAME	DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD	
=====											
2022 TAYLOR JAMES EVAN	12/06/2022	2746191	106		4.36				TP DECEASED	OWNER	
2022 TAYLOR JAMES EVAN	12/06/2022	2746192	106		4.36				TP DECEASED	OWNER	
2022 TURNBERRY INTERIOR DESIGN	12/29/2022	2715808	201		54.25				ANNUAL TAG	NOBOC	
2022 WILLIAMS JAMES TODD	12/16/2022	2688356	104		102.23				PERM TAG	NOBOC	
2022 WRIGHT JEFFREY ALLEN	12/29/2022	2740959	106		263.37				SOLD IN 2021	PPSLD	
2022 YOUNG JOHN SCOTT	12/14/2022	2725511	107		173.56				DAVIDSON COUNTY	OCNTY	
** YEAR TOTALS **				12241.24	3697.91			130.00			
*** FINAL TOTALS ***				17504.33	4285.70			380.00			
*** NORMAL END OF JOB ***											



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
AMEZQUITA, JUAN ENRIQUE	AMEZQUITA, JUAN ENRIQUE		125 BILL THOMAS RD		MONCURE, NC 27559	Proration	0061263472	HLH4565	AUTHORIZED	177169998	Refund Generated due to proration on Bill #0061263472-2021-0000-00
BERGIDA, ARTHUR LAWRENCE	BERGIDA, ARTHUR LAWRENCE		19021 STONE BRK		CHAPEL HILL, NC 27517	Proration	0035376069	6K9418	AUTHORIZED	178023318	Refund Generated due to proration on Bill #0035376069-2021-0000-00
BETHIEL, DAVID	BETHIEL, DAVID	GREY-BETHIEL, SHARI LYNN	272 CHOICE TRL		PITTSBORO, NC 27312	Proration	0063514109	TE5LA3	AUTHORIZED	177117366	Refund Generated due to proration on Bill #0063514109-2021-0000-00
BOENING, ROBERT	BOENING, ROBERT		345 TURTLE CREEK FARM RD		APEX, NC 27523	Proration	0061605084	THJ6922	AUTHORIZED	177307432	Refund Generated due to proration on Bill #0061605084-2021-0000-00
CAMERON, MARSHALL LYNN	CAMERON, MARSHALL LYNN		PO BOX 4785		SANFORD, NC 27331	Proration	0058234126	HHA3244	AUTHORIZED	176990454	Refund Generated due to proration on Bill #0058234126-2021-0000-00



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	12/09/2022	12/13/2022 4:34:28 PM
ie	Vehicle Sold	12/30/2022	12/30/2022 11:24:04 AM
ie	Vehicle Totalled	12/08/2022	12/13/2022 4:34:28 PM
ie	Vehicle Sold	12/13/2022	12/13/2022 7:04:42 AM
ie	Vehicle Sold	12/06/2022	12/6/2022 10:35:08 AM

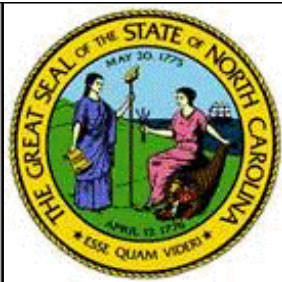


North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$114.66)	\$0.00	(\$114.66)
06	Tax	(\$21.81)	\$0.00	(\$21.81)
			Refund	\$136.47
00	Tax	(\$22.20)	\$0.00	(\$22.20)
07	Tax	(\$3.60)	\$0.00	(\$3.60)
			Refund	\$25.80
00	Tax	(\$92.38)	\$0.00	(\$92.38)
09	Tax	(\$11.46)	\$0.00	(\$11.46)
			Refund	\$103.84
00	Tax	(\$7.91)	\$0.00	(\$7.91)
07	Tax	(\$1.28)	\$0.00	(\$1.28)
			Refund	\$9.19
00	Tax	(\$1.77)	\$0.00	(\$1.77)
07	Tax	(\$0.29)	\$0.00	(\$0.29)
			Refund	\$2.06



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
CIBULSKI, APRIL MARIE	CIBULSKI, APRIL MARIE		300 HOLLY HILL RD		CHAPEL HILL, NC 27516	Proration	0067308811	KBK8434	AUTHORIZED	178023580	Refund Generated due to proration on Bill #0067308811-2021-0000-00
COLHOUN, THOMAS FOX	COLHOUN, THOMAS FOX		PO BOX 322		APEX, NC 27502	Proration	0050103390	TDE7027	AUTHORIZED	176834808	Refund Generated due to proration on Bill #0050103390-2021-0000-00
COLHOUN, THOMAS FOX	COLHOUN, THOMAS FOX		PO BOX 322		APEX, NC 27502	Proration	0050103390	TDE7027	AUTHORIZED	176834798	Refund Generated due to proration on Bill #0050103390-2022-0000-00
CONNER, RITA MAE	CONNER, RITA MAE		4329 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0069243901	KDW9786	AUTHORIZED	177170108	Refund Generated due to proration on Bill #0069243901-2022-0000-00
DAVIS, BILLY DEVONE	DAVIS, BILLY DEVONE	DAVIS, JANE POYTHRESS	308 HALEY MEADOWS DR		MONCURE, NC 27559	Proration	0069718059	D0DADDY	AUTHORIZED	177364418	Refund Generated due to proration on Bill #0069718059-2022-0000-00



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	12/30/2022	12/30/2022 3:16:10 PM
ie	Vehicle Sold	12/02/2022	12/2/2022 1:42:37 PM
ie	Vehicle Sold	12/02/2022	12/2/2022 1:27:07 PM
ie	Tag Surrender	12/09/2022	12/13/2022 4:34:28 PM
ie	Vehicle Sold	12/14/2022	12/14/2022 3:27:33 PM



North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$12.80)	\$0.00	(\$12.80)
07	Tax	(\$2.08)	\$0.00	(\$2.08)
			Refund	\$14.88
00	Tax	(\$4.53)	\$0.00	(\$4.53)
07	Tax	(\$0.73)	\$0.00	(\$0.73)
			Refund	\$5.26
00	Tax	(\$49.28)	\$0.00	(\$49.28)
07	Tax	(\$8.74)	\$0.00	(\$8.74)
			Refund	\$58.02
00	Tax	(\$165.70)	\$0.00	(\$165.70)
07	Tax	(\$29.40)	\$0.00	(\$29.40)
			Refund	\$195.10
00	Tax	(\$51.60)	\$0.00	(\$51.60)
05	Tax	(\$10.67)	\$0.00	(\$10.67)
			Refund	\$62.27



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
DAVIS, JEFFREY LYNN	DAVIS, JEFFREY LYNN	DAVIS, JANET BEAL	304 13TH AVE S		NORTH MYRTLE BEACH, SC 29582	Proration	0032084058	DKH8330	AUTHORIZED	177482806	Refund Generated due to proration on Bill #0032084058-2021-0000-00
DUNN, JEANETTE TAYLOR	DUNN, JEANETTE TAYLOR		1125 NE WATT WAY APT 309		BEND, OR 97701	Proration	0047505103	ZTC4990	AUTHORIZED	176834588	Refund Generated due to proration on Bill #0047505103-2020-0000-00
EARNSHAW, DAVID ANTHONY	EARNSHAW, DAVID ANTHONY	EARNSHAW, STEPHANIE REED	29 SOURWOOD LANE		PITTSBORO, NC 27312	Proration	0025267862	NRF2308	AUTHORIZED	176990732	Refund Generated due to proration on Bill #0025267862-2021-0000-00
ECKERT, WAYNE LEE	ECKERT, WAYNE LEE		690 GREAT RIDGE PKWY		CHAPEL HILL, NC 27516	Proration	0060468789	HLH2019	AUTHORIZED	177299398	Refund Generated due to proration on Bill #0060468789-2021-0000-00
FERNER, JEFFREY JAMES	FERNER, JEFFREY JAMES		803 ALLFORTH PL		CARY, NC 27519	Proration	0066078903	JEB8762	AUTHORIZED	267035049	Refund Generated due to proration on Bill #0066078903-2021-0000-00

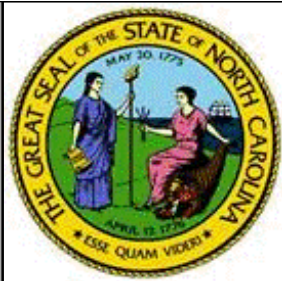


North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

	Refund Reason	Create Date	Authorization Date
ie	Reg . Out of state	12/16/2022	12/16/2022 11:56:13 AM
ie	Vehicle Sold	12/02/2022	12/2/2022 9:27:01 AM
ie	Vehicle Totalled	12/06/2022	12/13/2022 4:34:28 PM
ie	Vehicle Sold	12/12/2022	12/13/2022 4:34:28 PM
ie	Vehicle Sold	12/30/2022	12/30/2022 11:54:12 AM

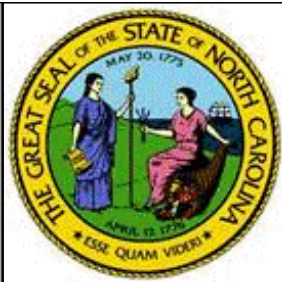


North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$48.18)	\$0.00	(\$48.18)
01	Tax	(\$8.69)	\$0.00	(\$8.69)
			Refund	\$56.87
00	Tax	(\$2.82)	\$0.00	(\$2.82)
07	Tax	(\$0.45)	\$0.00	(\$0.45)
			Refund	\$3.27
00	Tax	(\$89.45)	\$0.00	(\$89.45)
07	Tax	(\$14.52)	\$0.00	(\$14.52)
			Refund	\$103.97
00	Tax	(\$88.31)	\$0.00	(\$88.31)
07	Tax	(\$14.34)	\$0.00	(\$14.34)
			Refund	\$102.65
00	Tax	(\$11.64)	\$0.00	(\$11.64)
23	Tax	(\$6.04)	\$0.00	(\$6.04)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$17.68




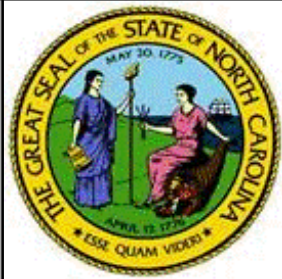
North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
GAINES, STEVEN MITCHELL	GAINES, STEVEN MITCHELL		PO BOX 14		GOLDSTON, NC 27252	Proration	0065647197	KW4972	AUTHORIZED	177364394	Refund Generated due to proration on Bill #0065647197-2021-0000-00
GORNY, SUSAN MARIE	GORNY, SUSAN MARIE		239 ELLISVIEW DR		CARY, NC 27519	Proration	0061607647	JFL5921	AUTHORIZED	267035100	Refund Generated due to proration on Bill #0061607647-2021-0000-00
HARPER, BETTY PHILLIPS	HARPER, BETTY PHILLIPS	WILSON, GAYLENE HARPER	2608 HWY 22 42		BENNETT, NC 27208	Adjustment < \$100	0069498939	TBM8366	AUTHORIZED	265675644	Refund Generated due to adjustment on Bill #0069498939-2022-0000
HARPER, BETTY PHILLIPS	HARPER, BETTY PHILLIPS	WILSON, GAYLENE HARPER	2608 HWY 22 42		BENNETT, NC 27208	Adjustment < \$100	0069498930	WZ7422	AUTHORIZED	265675647	Refund Generated due to adjustment on Bill #0069498930-2022-0000

				North Carolina Veh	
				NCVTS Pending	
				Report Date 1/3/2023 11:36:59 AM	
	Refund Reason	Create Date	Authorization Date		
ie	Vehicle Sold	12/14/2022	12/22/2022 4:47:54 PM		
ie	Vehicle Sold	12/30/2022	12/30/2022 12:48:54 PM		
ie	Situs error	12/08/2022	12/8/2022 10:24:38 AM		
ie	Situs error	12/08/2022	12/8/2022 10:26:40 AM		
Page 11 of 31					

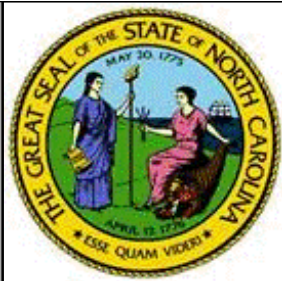


North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$217.16)	(\$10.85)	(\$228.01)
04	Tax	(\$29.39)	(\$1.47)	(\$30.86)
			Refund	\$258.87
00	Tax	(\$47.31)	\$0.00	(\$47.31)
23	Tax	(\$24.54)	\$0.00	(\$24.54)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$71.85
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$27.68)	\$0.00	(\$27.68)
13	Tax	\$6.92	\$0.00	\$6.92
			Refund	\$20.76
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$3.87)	\$0.00	(\$3.87)
13	Tax	\$0.97	\$0.00	\$0.97
			Refund	\$2.90



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
HILL, JENNIFER PAIGE	HILL, JENNIFER PAIGE		909 PINEY GROVE CHURCH RD		SILER CITY, NC 27344	Proration	0067351261	TKL3286	AUTHORIZED	177116972	Refund Generated due to proration on Bill #0067351261-2022-0000-00
HUNNEWELL, FREDERICK EARL JR	HUNNEWELL, FREDERICK EARL JR		PO BOX 168		GULF, NC 27256	Proration	0067278358	JMX4225	AUTHORIZED	266224155	Refund Generated due to proration on Bill #0067278358-2021-0000-00
IANNUZZI URRIETA, ANGEL LEONARDO	IANNUZZI URRIETA, ANGEL LEONARDO	IANNUZZI, LEONARDO JOSE	278 HIL CREEK BLVD		CHAPEL HILL, NC 27518	Proration	0068333952	JFM3069	AUTHORIZED	178023408	Refund Generated due to proration on Bill #0068333952-2021-0000-00
JOHNS, ANDREW STEVEN	JOHNS, ANDREW STEVEN		288 HILL CREEK BLVD		CHAPEL HILL, NC 27516	Proration	0050353443	VPH5545	AUTHORIZED	178023396	Refund Generated due to proration on Bill #0050353443-2022-0000-00
KLEBERG, LORI BAMBERGER	KLEBERG, LORI BAMBERGER		69 WILLOW WAY		CHAPEL HILL, NC 27516	Proration	0019967029	PNR6196	AUTHORIZED	177681590	Refund Generated due to proration on Bill #0019967029-2021-0000-00



North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	12/08/2022	12/8/2022 8:56:19 AM
ie	Vehicle Sold	12/16/2022	12/22/2022 4:47:54 PM
ie	Vehicle Sold	12/30/2022	1/2/2023 3:18:21 PM
ie	Vehicle Sold	12/30/2022	1/2/2023 3:18:21 PM
ie	Vehicle Sold	12/21/2022	12/21/2022 3:48:37 PM



North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$23.27)	\$0.00	(\$23.27)
01	Tax	(\$4.20)	\$0.00	(\$4.20)
			Refund	\$27.47
00	Tax	(\$175.92)	(\$8.80)	(\$184.72)
04	Tax	(\$23.81)	(\$1.19)	(\$25.00)
02	Tax	(\$39.68)	(\$1.98)	(\$41.66)
			Refund	\$251.38
00	Tax	(\$95.85)	\$0.00	(\$95.85)
07	Tax	(\$15.57)	\$0.00	(\$15.57)
			Refund	\$111.42
00	Tax	(\$152.23)	\$0.00	(\$152.23)
07	Tax	(\$27.01)	\$0.00	(\$27.01)
			Refund	\$179.24
00	Tax	(\$39.41)	\$0.00	(\$39.41)
07	Tax	(\$6.40)	\$0.00	(\$6.40)
			Refund	\$45.81




North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
KWOK, RICHARD KING-FAI	KWOK, RICHARD KING-FAI		PO BOX 542		CARRBORO, NC 27510	Proration	0068294825	JHX6347	AUTHORIZED	178023458	Refund Generated due to proration on Bill #0068294825-2021-0000-00
LOWREY, FREDERICK JOSEPH	LOWREY, FREDERICK JOSEPH		117 LELCESTER CT		CARY, NC 27519	Proration	0065349081	KAD7934	AUTHORIZED	265252371	Refund Generated due to proration on Bill #0065349081-2021-0000-00
MARSH, TONY CARL	MARSH, TONY CARL		6627 OLD US 421 S		BEAR CREEK, NC 27207	Proration	0036457636	CH74677	AUTHORIZED	178023432	Refund Generated due to proration on Bill #0036457636-2021-0000-00
MCELHINNEY, FRANCINE ACAMPORA	MCELHINNEY, FRANCINE ACAMPORA		744 FINNBAR DR		CARY, NC 27519	Proration	0066326197	JFZ5547	AUTHORIZED	267035133	Refund Generated due to proration on Bill #0066326197-2021-0000-00
MILLS, JOSEPH SCOTT	MILLS, JOSEPH SCOTT		80 GRATEFUL WAY		PITTSBORO, NC 27312	Proration	0059088624	PKY7485	AUTHORIZED	178023342	Refund Generated due to proration on Bill #0059088624-2021-0000-00



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	12/30/2022	1/2/2023 3:18:21 PM
ie	Vehicle Sold	12/02/2022	12/2/2022 2:55:55 PM
ie	Vehicle Sold	12/30/2022	12/30/2022 1:29:42 PM
ie	Tag Surrender	12/30/2022	1/2/2023 3:18:21 PM
ie	Vehicle Sold	12/30/2022	12/30/2022 11:42:54 AM



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$208.48)	\$0.00	(\$208.48)
07	Tax	(\$33.85)	\$0.00	(\$33.85)
			Refund	\$242.33
00	Tax	(\$2.08)	\$0.00	(\$2.08)
23	Tax	(\$1.08)	\$0.00	(\$1.08)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$3.16
00	Tax	(\$5.66)	\$0.00	(\$5.66)
03	Tax	(\$0.59)	\$0.00	(\$0.59)
			Refund	\$6.25
00	Tax	(\$188.91)	\$0.00	(\$188.91)
23	Tax	(\$98.00)	\$0.00	(\$98.00)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$286.91
00	Tax	(\$2.95)	(\$0.30)	(\$3.25)
07	Tax	(\$0.48)	(\$0.05)	(\$0.53)
			Refund	\$3.78




North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
MILLS, JOSEPH SCOTT	MILLS, JOSEPH SCOTT		80 GRATEFUL WAY		PITTSBORO, NC 27312	Proration	0062255783	DLC9822	AUTHORIZED	178023330	Refund Generated due to proration on Bill #0062255783-2022-0000-00
MURPHY, JOHN WARREN	MURPHY, JOHN WARREN	MURPHY, LINDA SOUSA	1265 BARTLETT AVE		NORTH PORT, FL 34288	Proration	0063998217	FDJ7073	AUTHORIZED	178023354	Refund Generated due to proration on Bill #0063998217-2021-0000-00
NOAHS ARK CHILDCARE SERVICES INC	NOAHS ARK CHILDCARE SERVICES INC		2039 PLAINFIELD CHU RD		SILER CITY, NC 27344	Proration	0064743451	THEARK00	AUTHORIZED	178023322	Refund Generated due to proration on Bill #0064743451-2021-0000-00
ORTIZ ROSA, CARLOS FELIX	ORTIZ ROSA, CARLOS FELIX		3 CROSSWIND S ESTATES DR		PITTSBORO, NC 27312	Proration	0065799130	KD7660	AUTHORIZED	176990278	Refund Generated due to proration on Bill #0065799130-2021-0000-00
PORCH, BRUCE EUGENE	PORCH, BRUCE EUGENE	PORCH, VIRGINIA QUILLEN	908 PEBBLEBROOK DR		RALEIGH, NC 27609	Proration	0014492595	TEY5988	AUTHORIZED	266843235	Refund Generated due to proration on Bill #0014492595-2021-0000-00



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

	Refund Reason	Create Date	Authorization Date	
ie	Vehicle Sold	12/30/2022	12/30/2022 11:36:44 AM	
ie	Reg . Out of state	12/30/2022	1/2/2023 3:18:21 PM	
ie	Vehicle Sold	12/30/2022	1/2/2023 3:18:21 PM	
ie	Vehicle Sold	12/06/2022	12/13/2022 4:34:28 PM	
ie	Vehicle Sold	12/28/2022	12/28/2022 2:25:38 PM	

Page 20 of 31

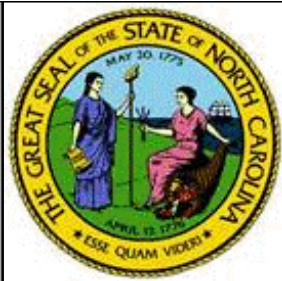


North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$9.69)	\$0.00	(\$9.69)
07	Tax	(\$1.72)	\$0.00	(\$1.72)
			Refund	\$11.41
00	Tax	(\$91.59)	\$0.00	(\$91.59)
07	Tax	(\$14.87)	\$0.00	(\$14.87)
			Refund	\$106.46
00	Tax	(\$93.06)	(\$7.43)	(\$100.49)
09	Tax	(\$11.55)	(\$0.93)	(\$12.48)
			Refund	\$112.97
00	Tax	(\$209.17)	\$0.00	(\$209.17)
07	Tax	(\$33.97)	\$0.00	(\$33.97)
			Refund	\$243.14
00	Tax	(\$12.66)	\$0.00	(\$12.66)
22	Tax	(\$10.28)	\$0.00	(\$10.28)
22	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$22.94



North Carolina Veh

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
RHEW, CHRISTOPHER DANIEL	RHEW, CHRISTOPHER DANIEL		1474 FARRINGTON RD		APEX, NC 27523	Proration	0066340419	PLF4755	AUTHORIZED	177917728	Refund Generated due to proration on Bill #0066340419-2021-0000-00
ROBERTSON, MARY LAKEY	ROBERTSON, MARY LAKEY		275 MOUNT PISGAH CHURCH R		APEX, NC 27523	Proration	0001289865	PJB6810	AUTHORIZED	176834482	Refund Generated due to proration on Bill #0001289865-2021-0000-00
SMITH, GARY EUGENE JR	SMITH, GARY EUGENE JR		95 FOREST CREEK DR		PITTSBORO, NC 27312	Proration	0047944358	PMC3468	AUTHORIZED	177918364	Refund Generated due to proration on Bill #0047944358-2021-0000-00
SZYMANSKI, HEATHER LYNN	SZYMANSKI, HEATHER LYNN		609 S CASCADE AVE APT 305		COLORADO SPRINGS, CO 80903	Proration	0059385875	HJN3305	AUTHORIZED	176834480	Refund Generated due to proration on Bill #0059385875-2021-0000-00
THE CALVIN HAYWOOD CARTERJR REVOCABLE TRUSTU/A/D 08/19/2002	THE CALVIN HAYWOOD CARTERJR REVOCABLE TRUSTU/A/D 08/19/2002	CARTER, CALVIN HAYWOOD JR	1645 COLVARD FARMS RD		DURHAM, NC 27713	Proration	0058794694	HML2213	AUTHORIZED	176834568	Refund Generated due to proration on Bill #0058794694-2021-0000-00



North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	12/29/2022	12/29/2022 8:24:17 AM
ie	Vehicle Totalled	12/02/2022	12/2/2022 6:59:34 AM
ie	Vehicle Sold	12/29/2022	12/29/2022 4:18:23 PM
ie	Reg . Out of state	12/02/2022	12/5/2022 7:01:37 AM
ie	Vehicle Sold	12/02/2022	12/2/2022 9:09:17 AM



North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$64.06)	\$0.00	(\$64.06)
08	Tax	(\$10.41)	\$0.00	(\$10.41)
			Refund	\$74.47
00	Tax	(\$2.64)	\$0.00	(\$2.64)
07	Tax	(\$0.43)	\$0.00	(\$0.43)
			Refund	\$3.07
00	Tax	(\$26.16)	(\$1.31)	(\$27.47)
07	Tax	(\$4.25)	(\$0.21)	(\$4.46)
			Refund	\$31.93
00	Tax	(\$88.33)	\$0.00	(\$88.33)
07	Tax	(\$14.34)	\$0.00	(\$14.34)
			Refund	\$102.67
00	Tax	(\$15.21)	\$0.00	(\$15.21)
12	Tax	(\$2.51)	\$0.00	(\$2.51)
			Refund	\$17.72



Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
UENO, MIYUKI	UENO, MIYUKI		495 LOG BARN RD		PITTSBORO, NC 27312	Proration	0018805883	VYA5828	AUTHORIZED	177895486	Refund Generated due to proration on Bill #0018805883-2021-0000-00
WILSON, PHILIP MARION	WILSON, PHILIP MARION	WILSON, GAYLENE HARPER	2585 HWY 22 -42		BENNETT, NC 27208	Adjustment >= \$100	0067962431	JLE9569	AUTHORIZED	265675653	Refund Generated due to adjustment on Bill #0067962431-2022-0000



North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	12/28/2022	12/28/2022 2:20:11 PM
ie	Situs error	12/08/2022	12/13/2022 4:33:53 PM



North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$26.65)	\$0.00	(\$26.65)
06	Tax	(\$5.07)	\$0.00	(\$5.07)
			Refund	\$31.72
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$134.90)	\$0.00	(\$134.90)
13	Tax	\$33.73	\$0.00	\$33.73
			Refund	\$101.17
			Refund Total	\$3269.13

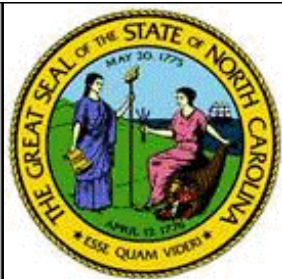


North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Tax Jurisdiction	District Type	Net Change
00	COUNTY	(\$2,590.37)
21	CITY	(\$166.45)
22	CITY	(\$10.28)
23	CITY	(\$129.66)
01	FIRE	(\$12.89)
03	FIRE	(\$0.59)
04	FIRE	(\$55.86)
05	FIRE	(\$10.67)
06	FIRE	(\$26.88)
07	FIRE	(\$228.58)
08	FIRE	(\$10.41)
09	FIRE	(\$23.94)
12	FIRE	(\$2.51)
13	FIRE	\$41.62
02	SPECIAL	(\$41.66)
Total		(\$3,269.13)



North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM



North Carolina Ver

NCVTS Pending

Report Date 1/3/2023 11:36:59 AM

Report Parameters



Chatham County, NC

Text File

File Number: 22-4641

Agenda Date: 1/17/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Sheriff's Office

File Type: Agenda Item

Vote on request to approve a grant application by the Chatham County Sheriff's Office to the NC Governor's Crime Commission on Violence Against Women Act (VAWA) for federal funding and authorize the County Manager to have final approval before submission.

Action Requested: Vote on a request to approve a grant application for VAWA Justice for Families (JFF) project to continue provision of electronic monitoring, investigations for domestic violence crimes, and domestic violence training. County Manager will have final approval before submission.

Introduction & Background: Chatham County Sheriff's Office has operated this grant for several grant cycles through a grant administered through the North Carolina Governor's Crime Commission. The existing grant expires on September 30, 2023, and Sheriff's Office staff requests permission to re-apply so services can continue without the need for general fund support.

Discussion & Analysis: North Carolina Governor's Crim Commission will fund a one-year project for up to \$150,000, beginning October 1, 2023 and concluding September 30, 2024. The award can continue the domestic violence criminal investigations and training for staff involving domestic violence investigations. Other law enforcement agencies, the District Attorney's Office, and the District Court receive services in the grant through electronic monitoring. This service also assists with allowing an offender to be released from the Detention Center and ensuring compliance with judicial orders. This program also helps to ensure public safety by providing services to domestic violence victims. The award will also fund training opportunities for staff regarding domestic violence issues.

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

Budgetary Impact: This will continue funding for an existing program and staff and add supplemental services for Chatham County domestic violence victims.

Recommendation/Motion: Motion to approve grant application for Justice for Families (JFF) for Violence Against Women (VAWA) funding, through Chatham County Sheriff's Office.



Chatham County, NC

Text File

File Number: 22-4644

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Fire Marshal

File Type: Agenda Item

Agenda Number:

Vote on a request by the Pittsboro Volunteer Fire Rescue Department to approve the purchase of emergency fire apparatus, post notice of a public hearing, appoint Chief Daryl Griffin, Pittsboro Volunteer Fire Rescue Department, to conduct the public hearing, and secure financing in a sum not to exceed \$900,000.00 through tax exempt borrowing.

Action Requested:

Chatham County Board of Commissioners vote on a request to approve the purchase of emergency fire apparatus, post notice of a public hearing, appoint Chief Daryl Griffin, Pittsboro Volunteer Fire Rescue Department, to conduct the public hearing, and secure financing in a sum not to exceed \$900,000.00 through tax exempt borrowing.

Introduction & Background:

Technical Corrections Bill HR4333 (Attachment "A") regarding tax exempt borrowing requires that specific procedures be followed when a fire department desires to obtain tax exempt financing. Prior approval of the Governmental Body of the borrowing must be given, notice of a public hearing posted, appointment of a person to conduct the hearing, and a public hearing conducted. The Pittsboro Volunteer Fire Rescue Department has advised that they desire to borrow a sum not to exceed \$900,000.00 under tax exempt borrowing status (Attachment "B") for the purchase of pumper/engine apparatus and related equipment for the apparatus.

Discussion & Analysis:

The Pittsboro Volunteer Fire Rescue Department is seeking approval of tax exempt financing for the purchase of one (1) piece of emergency response apparatus. The purchase of the pumper/engine apparatus will replace a 2004 E-One pumper/engine apparatus in the Circle City Fire District. The purchase of the new pumper/engine will replace aging equipment. Funds will also be utilized for the purchase of related equipment for the one (1) pieces of emergency apparatus. If desired, the Chatham County Fire Marshal will attend the meeting.

Budgetary Impact:

None

Recommendation:

Chatham County Board of Commissioners vote on a request to approve the purchase of emergency fire apparatus, post notice of a public hearing, appoint Chief Daryl Griffin, Pittsboro Volunteer Fire Rescue Department, to conduct the public hearing, and secure financing in a sum not to exceed \$900,000.00 through tax exempt borrowing.

RE: Tax Exempt Loans to Volunteer Fire Departments

The Technical Corrections Bill (HR4333) passed by Congress in October, 1988 imposes a public approval requirement on volunteer fire departments. In order for the interest on an obligation of a qualified volunteer fire department to be exempt from federal income tax, public approval requirements must be met as follows:

1. The obligation must be approved (prior to execution) by the governmental unit with whom the volunteer fire department has a written agreement to provide fire fighting services.

This approval may be given by:

- (a) The applicable elected representative of the governmental unit (such as a mayor, county manager, etc.)
- (b) The legislative body of the governmental unit, i.e. Durham County Board of County Commissioners.
- (c) Any other elected official designated by the chief elected official.

2. Prior to approval a public hearing must be held. The applicable elected representative of the legislative body of the governmental unit may appoint any person to conduct the public hearing. It is not necessary for the legislative body or the elected representative of the governmental unit to conduct the public hearing or to be present and it is not necessary for a report to be submitted to the legislative body.

3. Prior to the public hearing (to give residents of the community an opportunity to express their views) notice must be given. This would generally involve publishing the notice in a newspaper of general circulation

in the locality of the governmental unit at least fourteen (14) days prior to the hearing. The notice would generally describe the time and place of the hearing, and the description of the issue to be discussed.

This public approval requirement applies to debt instruments issued after October 21, 1988.

Pittsboro Fire Department



01/03/2023

Mr. William Judson
Chatham County Fire Marshal
P.O. Box 548
Pittsboro, NC 27312

Dear Mr. Judson,

Pittsboro Volunteer Fire Rescue Department Inc. proposes to purchase a Pierce Engine and related equipment, using tax-exempt money.

The purpose of borrowing the money will be to replace an Engine. This Engine will replace a 2004 E-1 Engine. The amount of the loan purchase for the new apparatus and equipment will not exceed nine hundred thousand dollars.

Pursuant to Public Law No. 100-647 S1013 (a) (24) (A) (1988), the Pittsboro Volunteer Fire Rescue Department Inc wishes to hold a public hearing on Wednesday, February 1, 2023, at 10:00 AM, at Pittsboro Volunteer Fire Rescue Department Inc. located at 150 Sanford Road, Pittsboro, NC 27312

For the purpose of this meeting, Fire Chief Daryl Griffin would like to be appointed the designated representative for the fire department. Pittsboro Volunteer Fire Rescue INC will advertise the official notice in the newspaper. If you have any questions, please contact me at 919-542-4101.

Sincerely,

Daryl Griffin, Fire Chief
Pittsboro Volunteer Fire Rescue Department, INC.



Chatham County, NC

Text File

File Number: 22-4645

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Fire Marshal

File Type: Agenda Item

Agenda Number:

Vote on a request to approve North Chatham Volunteer Fire Department Firefighter Relief Fund Board of Trustees Appointment of John Strowd

Action Requested: Vote on a request to approve North Chatham Volunteer Fire Department Firefighter Relief Fund Board of Trustees Appointment

Introduction & Background: Each fire department in NC administers a Firefighter's Relief Fund Account to provide for firefighters in the event of unforeseen financial stress due to illness, injury, or other unforeseen issues. This fund is regulated by the State of NC and has certain requirements.

Discussion & Analysis: The North Chatham Volunteer Fire Department requests that the Chatham County Board of Commissioners appoint Mr. John Strowd to the position of Trustee for the North Chatham Volunteer Fire Department Local Firefighter's Relief Fund Board.

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

Budgetary Impact: N/A

Recommendation: Motion to approve North Chatham Volunteer Fire Department Firefighter Relief Fund Board of Trustees Appointment



Chatham County, NC

Text File

File Number: 22-4648

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: County Manager's Office

File Type: Agenda Item

Vote on a request to accept the North Carolina Department of Commerce Building Reuse Grant Award for the Gaines Oil Building Reuse Project and approve the Grant Agreement and supporting document associated with the same

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

Gaines Oil Company, located at 9098 Pittsboro Goldston Road in Goldston, is planning to invest approximately \$400,000 to expand the footprint of its existing building to be utilized as office space and storage. In so doing, Gaines Oil expects to create 14 new full-time jobs in the first year following the completion of the expansion project in addition to its 39 full-time jobs currently existing.

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

The grant amount awarded for this project is \$60,000. A local match is required of the grant. The local match can come from any source. The local match for this grant is set to be funded by Gaines Oil, which will be satisfied through the expenses associated with the cost of contracting the administration of the grant with David Hartigan, of Hartigan Management, a grant writing and grant administration vendor.

Discussion/Analysis: This grant will support the expansion of an existing Chatham County business and is expected to create 14 new jobs. There is no direct cost to the county, as Gaines Oil has committed to supplying the required local match. Further, the administrative burden of the grant will not fall to the county, as Hartigan Management will be performing the reporting and other administrative requirements.

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

How does this relate to ARPA: N/A

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

Recommendation: Accept the North Carolina Department of Commerce Building Reuse Grant Award for the Gaines Oil Building Reuse Project and approve the Grant Agreement and supporting document associated with the same



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

January 4, 2023

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

Re: Contract Agreement for Grant Number 2023-031-3201-2587; Your Signature and Reply is Requested
Project Title: "Gaines Oil Company/Project Gaines"

Dear Chairperson Howard:

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

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

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

Sincerely,

Bethany P. Davenport
Business & Fiscal Compliance Officer

Enclosure

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

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

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

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

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

9098 Pittsboro Goldston Rd
Goldston, NC 27252

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

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

1. Scope of Program/Agreements to be Executed.

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

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

2. Changes in the Project or Other Conditions.

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

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

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

- 3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **12/8/2022** ("Effective Date") and shall terminate on **12/8/2024** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
- 4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$60,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit

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

5. Independent Status of the Governmental Unit.

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

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

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

8. Project Records.

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

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

9. Monitoring, Reports and Auditing.

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

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

10. Termination; Availability of Funds.

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

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

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

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

expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

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

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

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

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

14. Additional Repayment Requirements and Remedies.

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

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

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural

Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
 - (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.

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

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

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

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

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

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

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

Chatham County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 1/4/2023

**EXHIBIT A
SCOPE OF PROJECT**

Summary: The project will support the expansion of a building located at 9098 Pittsboro Goldston Road in Goldston. The building was constructed in 2019. Gaines Oil Company is a multi-faceted distributor of oil. The company provides oil to Exxon and has maintained that partnership for over 50 years. The company plans to add 2,000 SF to their existing facility.

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

Vacant Building Category: within the existing building footprint

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

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

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

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

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

Reimbursement Requirements:

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

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

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

EXHIBIT C REPORTING SCHEDULE

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

Failure to submit progress reports as required:

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

EXHIBIT D JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

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

Job Verification

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

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

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

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

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

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

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

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

9098 Pittsboro Goldston Rd
Goldston, NC 27252

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

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

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

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

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$60,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

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

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **39** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **14** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental

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

4. Changes in the Project or Other Conditions.

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

5. Term of LBC. The effective period of this LBC shall commence **12/8/2022** (“Effective Date”) and shall terminate **12/8/2024** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.

6. Independent Status of the Governmental Unit.

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

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

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

7. Project Records.

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

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

9. Termination; Availability of Funds.

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

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

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

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

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

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$4,285.71** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project

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

If to the Governmental Unit:

Attn: _____

To the Owner:

Attn: _____

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

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful

misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

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

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2023-031-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Chatham County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$60,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

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

9098 Pittsboro Goldston Rd
Goldston, NC 27252

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

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

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

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

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

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

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

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

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

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

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

Dated as of: _____ , 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____ , 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

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

EXHIBIT G
2023-031-3201-2587

Name of Taxpayer _____

Address: _____

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

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

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

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

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

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Gaines Properties of Chatham, Inc.**, with a Deed of Trust on the property.

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

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Chatham County** as the beneficiary in the amount of **\$60,000.00**.
- ☐ **Chatham County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **\$60,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

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



Chatham County, NC

Text File

File Number: 22-4649

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: County Manager's Office

File Type: Agenda Item

Agenda Number:

Vote on a request to approve an Encroachment Agreement with the Town of Pittsboro for the installation and maintenance upon the right of way of the public premises known as Courthouse Square located northwest of the Chatham County Courthouse in the Town of Pittsboro with the conversion of a portion of the existing sidewalk and parking area into a public bio-retention drainage system

Introduction/Background: In 2017, the Town of Pittsboro proposed an improvement project upon Chatham County property that would remove existing sidewalk and parking areas and install a bio-retention drainage system. The project proposed to reinstall improved surfaces for parking and pedestrian use following the installation of the drainage system. The subject property is located at the northwest corner of the traffic circle in Pittsboro, across from the History Courthouse, also pictured below.

The Encroachment Agreement was approved and executed by the Town of Pittsboro and the proposed improvements have been made in keeping with the Agreement. However, staff is unable to find the fully executed version of the Agreement and is not able to find where the County Board acted on the Agreement. Accordingly, the Agreement is being brought to the Board for approval and execution.

Discussion/Analysis: The improvements proposed in the Agreement have been completed. To officially authorize the improvements and to ensure the Town of Pittsboro is authorized to maintain the improvements, the Agreement should be fully executed. The Agreement has been reviewed by County Legal, who has recommended bringing the Agreement to the Board for approval and execution.

How does this relate to the Comprehensive Plan: The conservation of natural resources through the maintenance and restoration of groundwater and surface water resources is identified in Plan Chatham as an objective. Bio-retention systems, such as the one noted in this item, are utilized to slow and treat on-site stormwater runoff, which are intended, in part, to improve water quality.

How does this relate to ARPA: N/A

Budgetary Impact: As the ongoing maintenance of the noted improvements are the responsibility of the Town of Pittsboro, in keeping with the Agreement, there are no anticipated budgetary impacts associated with the requested action.

Recommendation: Approve the Encroachment Agreement with the Town of Pittsboro for the installation and maintenance upon the right of way of the public premises known as Courthouse Square located northwest of the Chatham County Courthouse in the Town of Pittsboro with the conversion of a portion of the existing sidewalk and parking area into a public bio-retention drainage system

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of _____ 2017 by and between the COUNTY OF CHATHAM, hereinafter referred to as "County"; and the TOWN OF PITTSBORO, hereinafter referred to as "Town";

WITNESSETH:

WHEREAS, the Town desires to make an improvement upon the right of way of the public premises known as Courthouse Square located northwest of the Chatham County Courthouse in the Town of Pittsboro with the conversion of a portion of the existing sidewalk and parking area into a public bio-retention drainage system; and

WHEREAS, it is to the material advantage of the County and Town to effectuate this improvement, and the County and the Town, in the exercise of authority conferred upon the parties by statute, are willing to acknowledge and permit the improvement within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED between the parties that the Town may make this improvement upon the public premises more particularly described on Exhibit A attached hereto upon the following conditions, to wit:

1. That the installation, operation, and maintenance of the above described facility will be accomplished in such safe and proper condition that it will not interfere with or endanger pedestrian or vehicular travel upon said public premises, nor obstruct nor interfere with the proper maintenance thereof.
3. That the Town agrees to provide during construction and any subsequent maintenance proper signs, lighting, flagmen and other warning devices for the protection of traffic and the public.
4. That the Town hereby agrees to indemnify and save harmless the County from all damages and claims for damage that may arise by reason of the installation and maintenance of this improvement.
5. That the Town agrees to restore all areas disturbed during installation and maintenance. The Town also agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil, silting or pollution of ground surfaces or other property; or pollution of the air.
6. The Town agrees to give written notice to the County when all work contained herein has been completed.

IN WITNESS WHEREOF, the parties have hereunto caused this agreement to be executed in their respective names by duly authorized officials, the day and year first above written.

TOWN OF PITTSBORO

By:

Cindy S. Perry
Name: CINDY S. PERRY
Title: Mayor

IN WITNESS WHEREOF, the parties have hereunto caused this agreement to be executed in their respective names by duly authorized officials, the day and year first above written.

COUNTY OF CHATHAM

By: _____

Name:

Title:

EXHIBIT A

ALL of that certain premises described as "Proposed Bio-Retention Pond" and "Temporary Construction for Bio-Retention Area" according to the plat entitled "Final Survey and Plat Prepared for Town of Pittsboro" by Charles O. Eliason, PLS , dated March 15, 2017, reference to which is hereby made for a more particular description



Chatham County, NC

Text File

File Number: 22-4650

Agenda Date: 1/17/2023

Version: 2

Status: Approval of Agenda and
Consent Agenda

In Control: Board of Commissioners

File Type: Resolution

Agenda Number:

Vote on a request to approve a Resolution Supporting Compression Increases for
Division of Juvenile Justice and Delinquency Prevention Detention and Youth
Development Center Staff

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Budgetary Impact:

Recommendation/Motion: Motion to approve a Resolution Supporting Compression
Increases for Division of Juvenile Justice and Delinquency Prevention Detention and
Youth Development Center Staff



CHATHAM COUNTY COMMISSIONERS

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

COUNTY MANAGER

Dan LaMontagne

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

Resolution of the Chatham County Board of Commissioners

RESOLUTION SUPPORTING COMPRESSION INCREASES for DIVISION OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION DETENTION AND YOUTH DEVELOPMENT CENTER STAFF

WHEREAS, the Division of Juvenile Justice and Delinquency Prevention provides short term secure confinement in Juvenile Detention Centers and long term commitment services in the State's Youth Development Centers; and

WHEREAS, the overarching mission of the Division of Juvenile Justice and Delinquency Prevention and the local Juvenile Crime Prevention Council is to provide services and programming to ensure the protection of the community and rehabilitation of youth offenders; and

WHEREAS, Chatham County is home to Chatham Youth Development Center in the city of Siler City on 560 Progress Boulevard and the staff of this facility along with other State juvenile facility staff have been passed over for pay increases that would recognize and reward the experienced staff, and make compensation more competitive as well as ensure qualified staff recruitment and retention; and

WHEREAS, Division of Juvenile Justice and Delinquency Prevention facilities are contending with an average 50% vacancy rate, largely due to impact of the pandemic which has driven salaries and wages higher across the board; and

WHEREAS, Compression Salary Increases for Division of Juvenile Justice and Delinquency Prevention facility staff were removed from the state's budget prior to final approval; and

WHEREAS, similar salary adjustments or increases WERE approved for Department of Public Safety staff in adult facilities;

NOW, THEREFORE BE IT RESOLVED, that Chatham County Commissioners support the adequate and timely increase of the salaries of juvenile facility staff in Chatham County Youth Development Center and across the State of North Carolina to make those positions competitive and to ensure qualified staff are compensated adequately for years of experience for the purposes of retention, as well as lay the groundwork for recruitment of qualified staff for youth facilities which will ensure the immediate and ongoing protection of the community and strengthen rehabilitative services for those juveniles most in need.

Adopted, this the ____ day of _____.

Karen Howard, Chair
Chatham County Board of Commissioners

ATTEST:

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



Chatham County, NC

Text File

File Number: 22-4652

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Board of Commissioners

File Type: Appointment

Agenda Number:

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

Introduction & Background: The Town of Pittsboro Planning Board has two vacancies for residents living in the ETJ.

Discussion & Analysis: The Town of Pittsboro Board of Commissioners approved the appointments of:

- Shannon Plummer, term of 3 years
- Bobby Raeford Bland, term of 2 years

The Town of Pittsboro Board of Commissioners requests the Chatham County Board of Commissioners approve the appointments of both Ms. Plummer and Mr. Bland as the ETJ representatives on the Pittsboro Planning Board.

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

Budgetary Impact: N/A

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



Chatham County, NC

Text File

File Number: 22-4653

Agenda Date: 1/17/2023

Version: 1

Status: Approval of Agenda and
Consent Agenda

In Control: Board of Commissioners

File Type: Resolution

Agenda Number:

Vote on a request to adopt a resolution proclaiming February as We Love Seniors Month
in Chatham County



CHATHAM COUNTY COMMISSIONERS

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

COUNTY MANAGER

Dan LaMontagne

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

Resolution of the Chatham County Board of Commissioners

Proclaiming February 2023 as “We Love Seniors” Month

WHEREAS, the Chatham County Board of Commissioners pauses during the month of February to proudly proclaim “We Love Seniors,” a month-long celebration of older adults that is unique to our community; and

WHEREAS, Chatham County continues to be a place that seniors choose to call home, with Chatham having the 10th highest percentage of population over the age of 65 in 2022; and

WHEREAS, the explosive growth of Chatham County in the coming years will demand an infrastructure that is nimble and attuned to the needs of its aging population; and

WHEREAS, age does not have to be a limiting factor in making meaningful, significant contributions to the Chatham we call home; and

WHEREAS, the Chatham County Council on Aging and Chatham News + Record are partnering in commemoration and honor of these contributions with the inaugural “6 over 60” awards during the month of February; and

WHEREAS, seniors are ever present in our own lives as family members, friends or neighbors. By being in the present, they are our link to the past, which helps inform decisions we make regarding Chatham County’s future.

NOW THEREFORE, BE IT RESOLVED by the Chatham County Board of Commissioners that February 2023 is proclaimed “We Love Seniors” Month and calls upon the people of Chatham County to observe the month by supporting the work of the Chatham County Council on Aging as it seeks to maintain the independence of our county’s older adults by keeping them safe and in their own homes for as long as possible.

Adopted, this the ____ day of _____.

Karen Howard, Chair
Chatham County Board of Commissioners

ATTEST:

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



Chatham County, NC

Text File

File Number: 22-4632

Agenda Date: 1/17/2023

Version: 1

Status: Public Hearing

In Control: Planning

File Type: Agenda Item

A legislative public hearing requested by Hardip Dhillon on Parcels 5336, 5584, 84340, and 5577 to rezone from R-1 Residential and MH-NC to General Use Neighborhood Business (NB) totaling approximately 15.25 acres, located on Old US 1, Cape Fear Township.

Action Requested:

A legislative public hearing requested by Hardip Dhillon on Parcels 5336, 5584, 84340, and 5577 to rezone from R-1 Residential and MH-NC to General Use Neighborhood Business (NB) totaling approximately 15.25 acres, located on Old US 1, Cape Fear Township.

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Recommendation:



Chatham County, NC

Text File

File Number: 22-4633

Agenda Date: 1/17/2023

Version: 1

Status: Public Hearing

In Control: Planning

File Type: Agenda Item

A legislative public hearing requested by Hardip Dhillon on Parcels 5333, 5517, 5521, and 5520 to rezone from R-1 Residential and B-1 Business to General Use Neighborhood Business (NB) totaling approximately 16 acres, located on Old US 1, Cape Fear Township.

Action Requested:

A legislative public hearing requested by Hardip Dhillon on Parcels 5333, 5517, 5521, and 5520 to rezone from R-1 Residential and B-1 Business to General Use Neighborhood Business (NB) totaling approximately 16 acres, located on Old US 1, Cape Fear Township.

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Recommendation:



Chatham County, NC

Text File

File Number: 22-4540

Agenda Date: 1/17/2023

Version: 1

Status: Public Hearing

In Control: Planning

File Type: Agenda Item

Agenda Number:

A legislative public hearing requested by The Leads Group, PA on behalf of Aaron Horton Toothbrush LLC to rezone Parcel 18493 from R-1 Residential to General Use Light Industrial being approximately 4.04 acres, located at 27 Mt View Church Rd., Oakland Township.

Action Requested:

A legislative public hearing requested by The Leads Group, PA on behalf of Aaron Horton Toothbrush LLC to rezone Parcel 18493 from R-1 Residential to General Use Light Industrial being approximately 4.04 acres, located at 27 Mt View Church Rd., Oakland Township.

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Recommendation:



Chatham County, NC

Text File

File Number: 22-4634

Agenda Date: 1/17/2023

Version: 1

Status: Public Hearing

In Control: Planning

File Type: Agenda Item

A quasi-judicial evidentiary public hearing for a Special Use Permit for Fitch Creations for a new Planned Residential Development on Parcel 95264, being 51.765 acres located off Big Hole Rd., for 43 lots, Williams Township.

Action Requested:

A quasi-judicial evidentiary public hearing for a Special Use Permit for Fitch Creations for a new Planned Residential Development on Parcel 95264, being 51.765 acres located off Big Hole Rd., for 43 lots, Williams Township.

Introduction & Background:

Discussion & Analysis:

How does this relate to the Comprehensive Plan:

Recommendation: