



# Chatham County, NC

## Meeting Agenda - Final

### Board of Commissioners

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Monday, April 17, 2017

6:00 PM

Historic Courthouse Courtroom

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#### Work Session - 2:30 PM - Historic Courthouse Courtroom

#### **PUBLIC INPUT SESSION**

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

#### **BOARD PRIORITIES**

[17-2066](#)

2017 First Quarter Employee of the Quarter Award-Kevin Keas, Maintenance Supervisor, Facilities Management

**Attachments:** [KKeas-Facilities](#)

[17-2120](#)

Receive overview of various interests, activities, programs and projects that have been and are being engaged and advanced by the Town of Siler City.

**Attachments:** [Siler City Letter to Chatham County BOC - April 17, 2017](#)

[Siler City Presentation to Chatham County BOC - April 17, 2017 \(Final\)](#)

[17-2122](#)

Chatham Health Alliance Annual Update

**Attachments:** [Alliance BOC Presentation 4.17.17 final](#)

[17-2119](#)

Vote on a request to approve Chatham EDC Board members

**Attachments:** [EDC Recommendation Letter to BOC](#)

[Nomination Committee Recommendation for Reappointments](#)

[2013 Applications - Reappointments](#)

[Nomination Committee Recommendation for Vacancies](#)

[2016 Applications Alphabetized by Last Name](#)

[2017 Applications Alphabetized by Last Name](#)

[Board Members Present March 28](#)

**CLOSED SESSION**[17-2118](#)

Closed Session to discuss matters of Economic Development and Attorney-Client Privilege

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

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

[17-2104](#)

Vote on a request to approve the March 20, 2017 Work and Regular Session Minutes.

**Attachments:** [Draft Minutes 03.20.2017 BOC Meeting](#)

[17-2130](#)

Vote on a request to appoint Cim Brailer, Social Work Program Administrator, as a Deputy Finance Officer for the purpose of signing DSS trust account checks and preauditing purchases made by Department of Social Services staff and to appoint Tammy Kirkman, Detention Captain, and Eric Lindley, Detention Lieutenant, as Deputy Finance Officers for the purpose of signing inmate trust account checks

[17-2129](#)

Vote on a request to approve the 2017 Audit Contract

**Attachments:** [Martin Starnes Contract for FY 2017](#)  
[Martin Starnes Single Audit for FY 2017](#)

[17-2107](#)

Vote on a request to approve \$12,491 Funds from the Food Protection and Facilities branch.

**Attachments:** [\\$12,491 EH Food and Lodging Funds](#)

[17-2098](#)

Vote on a request to approve \$197.66 Blue Cross Blue Shield Professional Development Funds

- [17-2099](#) Vote on a request to approve \$530.45 Stericycle, Inc., overcharge settlement refund.  
**Attachments:** [\\$530.45 Stericycle overcharge refund](#)
- [17-2100](#) Vote on a request to approve \$4,419.94 Stericycle, Inc., overcharge settlement refund.  
**Attachments:** [\\$4,419.94 Stericycle overcharge refund](#)
- [17-2101](#) Vote on a request to approve \$21.00 Federal Award Supplement TB Control  
**Attachments:** [\\$50.00 TB Control Funds](#)
- [17-2123](#) Vote on a request to approve the Tax Releases and Refunds.  
**Attachments:** [March 2017 Release and Refund Report](#)  
[March 2017 NCVTS Pending Refund Report](#)
- [17-2089](#) Vote on a request to adopt a Resolution Proclaiming May 2017 as Vulnerable Adult and Elder Abuse Awareness Month.  
**Attachments:** [ElderAbuseAwarenessMonthResolution2017](#)
- [17-2090](#) Vote on a request to adopt a Resolution Proclaiming May 2017 as Older Americans Month.  
**Attachments:** [OlderAmericansMonthResolution2017 \(2\)](#)
- [17-2106](#) Vote on a request to adopt a Resolution declaring certain county property surplus and authorizing disposal of said property by online public auction.  
**Attachments:** [boc resolution format 2017-SWR Surplus Disposal Front Load Collection Contai](#)
- [17-2117](#) Vote on a request to approve North Carolina Parks and Recreation Trust Fund (PARTF) grant application and resolution for the Park at Briar Chapel.  
**Attachments:** [INTERNAL GRANT APPROVAL FORM FINAL](#)  
[Resolution PARTF BC PARK 2017](#)
- [17-2105](#) Vote on a request to proclaim April 2017 as Child Abuse Prevention Month  
**Attachments:** [April 2017 - BOC Child Abuse Prevention Month Resolution](#)
- [17-2079](#) Vote on a request to approve reappointments to the Board of Adjustment.

- [17-2103](#) Vote on Request to Approve Contract with Waste Management of Carolinas Inc. and Authorize the County Manager to execute the contract.  
**Attachments:** [Waste Management Service Agreement 7.3.17](#)
- [17-2115](#) Vote on a request to approve a contract with the Board of Education for the purchase of the old transportation facility.  
**Attachments:** [Chatham Former Transportation Building Resolution signed](#)  
[Former Transportation Building agreement for purchase of real property signed](#)
- [17-2127](#) Vote on a Request to enter into an Interlocal Agreement for Phase VIII of the Triangle Area Water Supply Monitoring Project and authorize the County Manager to execute the Contract  
**Attachments:** [TAWSMP ILA and TJCOG Agreement VIII forApproval rev1 CC](#)
- [17-2097](#) Vote to approve the Lease to Liberty Chapel Church of Moncure the old Town Square of the former Town of Haywood for use as a Public Park.  
**Attachments:** [LEASE HAYWOOD TOWN SQ TO LIBERTY CHAPEL CHURCH FINAL \(2017\)](#)
- [17-2057](#) Vote on a request to approve the Chatham County Alcoholic Beverage Control Board for a general legislative rezoning on Parcel No. 11417 located on the Moncure Pittsboro Road from R-5 and R-1 Residential zoning to NB Neighborhood Business, being approximately 0.957 acres, Haw River Township.  
**Attachments:** [More Information from Planning Department Website](#)
- [17-2110](#) Chatham County Agriculture and Conference Center(CCACC) Policy Revisions  
**Attachments:** [Revised CCACC Policy April 2017 BOC-Food Amendment](#)

## **PUBLIC INPUT SESSION**

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## **PUBLIC HEARINGS**

- [17-2113](#) Receive public comment on the public option of the CAM Megasite  
**Attachments:** [Option Agreement 2017 \(CAM Mega Site\)DRAFT](#)  
[4-17-17OptionPresentation](#)



[17-2114](#) Receive public comment on public option of the Moncure Megasite.

**Attachments:** [Option Agreement 2017 \(Chatham County-Moncure Holdings\)DRAFT 4-17-17OptionPresentation](#)

## **BOARD PRIORITIES**

[17-2096](#) Receive a request from the Board of Education for a vote to approve the purchase price of the elementary school site.

**Attachments:** [Proposed Site - Andrews Store and Parker Herndon Roads](#)

[17-2112](#) Vote on a request to approve a request by the Board of Education that the Jack Bennett site be held in reserve for public school purposes to be determined by the Chatham County Board of Education.

[17-2111](#) Vote to Approve a Resolution Opposing House Bill 436 (Elimination of Local Government Impact Fees That Fund Infrastructure Needs)

**Attachments:** [resolution opposition to HB 436 repealing impact fees.pdf](#)  
[Town of Siler City Resolution Opposing HB436 signed 4-3-2017](#)

[17-2124](#) Vote on a request to approve Joyce A. Remick, Trustee for a subdivision variance from the Subdivision Regulation, Section 7.4 B, (3), on parcel #70513 located off Andrews Store Road, SR-1528, to allow a sixth lot be served by a private easement.

**Attachments:** [More Information from Planning Department Website](#)

[17-2125](#) Vote on a request to approve NNP-Briar Chapel, LLC, for a Compact Community Ordinance (CCO) Waiver for a 100% reduction of a 100 foot perimeter buffer adjacent to parcel #2832.

**Attachments:** [More Information from Planning Department Website](#)

[17-2021](#) Vote on a request to approve Chatham County Board of Commissioners to amend Section 10.13, Table of Permitted Uses, of the Zoning Ordinance to revise multiple uses in the Light and Heavy Industrial zoning districts that are currently permitted by right to conditional use permits.

**Attachments:** [Highlited Changes Section 10-13 Table of Permitted Uses](#)  
[More Information from Planning Department Website](#)

## **MANAGER' S REPORTS**

## **COMMISSIONERS' REPORTS**

## **ADJOURNMENT**



# Chatham County, NC

## Text File

File Number: 17-2066

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**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Work Session

**In Control:** Human Resources

**File Type:** Agenda Item

**Agenda Number:**

2017 First Quarter Employee of the Quarter Award-Kevin Keas, Maintenance Supervisor, Facilities Management

Action Requested: Award Kevin Keas with the Employee of the Quarter Award

Introduction & Background: Kevin Keas joined Chatham County as the Maintenance Supervisor on May 16, 2016. He has significantly impacted the customer service and response time of the facilities maintenance division in an overwhelmingly positive way. He provides complete 360 degree service. When a ticket is submitted, he makes contact and gets all the information needed to complete the task to what the customer really needs (not just what is included on the ticket). Kevin takes the time to get the information and get the job done right the first time. More importantly, he routinely follows up after the ticket is completed to make sure it was done to department/person's satisfaction. We all have great confidence that he will work to find the most workable, budget-conscious solution to an issue.

Discussion & Analysis: None

Budgetary Impact: None

Recommendation: None

Nominee Name: Kevin Keas  
Nominator Name: Tracy Kelly  
Date: 02/02/2017

In what way does the employee demonstrate Employee of the Month criteria?

Kevin has significantly impacted the customer service and response time of the facilities maintenance division in an overwhelmingly positive way. He provides complete 360° service. When a ticket is submitted, he makes contact, gets all the information needed to complete the task to what the customer really needs (not just what they put on the ticket). Let's face it, sometimes we are not as complete as we need to be when submitting maintenance requests. Kevin takes the time to get the information and get the job done right the first time. More importantly, he routinely follows up after the ticket is completed to make sure it was done to the department/person's satisfaction. I have great confidence that he will work to find the most workable, budget-conscious solution to an issue.



# Chatham County, NC

## Text File

**File Number: 17-2120**

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**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Receive overview of various interests, activities, programs and projects that have been and are being engaged and advanced by the Town of Siler City.



# Town of Siler City

## Town Manager's Office

March 31, 2017

This address is prepared for the Chatham County Board of Commissioners, to be presented at its Monday, April 17, 2017 Work Session. The Town of Siler City is thankful for an opportunity to share this update with the Chatham County Board of Commissioners. The following offers an overview of various interests, activities, programs and projects that have been and are being engaged and advanced by the Town of Siler City.

### Master Planning

- Downtown Masterplan
- Parks and Recreation Masterplan
- Pedestrian Masterplan
- Land Development Plan Update (Just Beginning)
- Strategic Economic Development Plan (Through the NC Rural Center STEP Program)
- Comprehensive Capital Improvement Plan (Water and Sewer System)

### Business Orientation

- UDO Review Committee and subsequent UDO Revisions
- Appearance Committee
- In-person Predevelopment Meetings

### Industry (Expansions/Relocations)

- Acme McCrary
- Boyd Manufacturing
- Charter Furniture
- VP Coffee
- Brookwood Farms
- Mountaire Farms
- Chatham Siler City Advanced Manufacturing Site

### Small Business

- SCDO Strategic Plan
  - Increase retail offerings in downtown
  - Develop tools to assist with small business development
  - Host at least 2 workshops on historic preservation
- STEP for Small Business Program
  - \$100,000 revolving loan
  - Partnership with EDC and CCCC
    - Building Reuse Grants

**Bryan T Thompson**  
Town Manager  
PO Box 769 • 311 N Second Avenue  
Siler City, NC 27344-0769

**bthompson@silercity.org**  
Phone: 919-742-4731 • Fax: 919-663-3874  
**www.silercity.org**

*To advance a framework for our success through balanced governance, dynamic partnerships, and an engaged community.*

- Workforce Development
    - Outreach teams
    - Available building inventory list
    - Lenders Forum
    - Small Town USA Film Debut
- Pre-development Meetings

### Outside Resources to Aid with Public Improvements

The following is a list of grants and other outside dollars being brought into Siler City for meaningful public improvements that will aid in the bolstering of our local economic environment and improve the living quality of our residents.

• ADA and Crosswalk Projects	\$90,000	
• Siler City Swimming Pool	\$1,000,000	(50% Local Match)
• Loves Creek Greenway	\$1,200,000	
• Various Sidewalk Projects		
○ Safe Routes to School Grant	\$500,000	(20% Local Match)
○ East 3 <sup>rd</sup> Street	\$200,000	(20% Local Match)
○ East Raleigh Street	\$100,000	(20% Local Match)
○ North Chatham Study	\$100,000	(20% Local Match)
• HWY 64 Improvements	\$10,000,000	(20% Local Match for Ped)
• STEP for Small Business Revolving Loan Program	\$100,000	
• Airport Runway Rehabilitation Project	\$2,000,000	(10% Local Match –County Assisted)
• Runway extension and parallel taxiway project	\$5,000,000	(10% Local Match)
• PAPI (Precision Approach Path Indicator) replacement	\$100,000	(10% Local Match)
• Airport approach obstruction clearing	\$350,000	(10% Local Match)
• Airfield Light Replacement	\$800,000	(10% Local Match)
• Golden Leaf Water/Sewer Project	\$4,000,000	
• Downtown I&I Study	\$20,000	
• CDBG I&I Grant	\$2,000,000	
• CDBG-ED Wastewater Treatment Plant	\$1,500,000	(\$4.5million project)
• 319 EPA Grant – Boling Lane Park	\$150,000	
• Governor’s Crime Commission (PD) Grant	\$100,000	
• In April, NC Bond Money – Water Plant	\$2,000,000	potential (\$4,000,000 project)

This list represents approximately \$30,000,000 of projects that have been, or will soon be, implemented. This is compared to the annual operating budget for the Town of Siler City of approximately \$10,000,000.

Securing outside resources to make these projects possible could not be done without

- Hardworking efforts of town staff
- Strong partnerships between Chatham County, Chatham EDC and the Town of Siler City
- Vision, direction and leadership of the Siler City Mayor and members of the Town Board of Commissioners.

### Programs and Recognitions

- 2015 Small Town of the Year – NC Rural Center
- 2016 First Place Award – National Night Out – Population under 15,000
- Awarded participation in the most recent round of “Building Integrated Communities” program through UNC Chapel Hill

# Town of Siler City Update Presentation to Chatham County Board of Commissioners



April 17, 2017  
Chatham County Board of Commissioners  
Work Session



# Master Planning

If you've got time to lean...



Downtown Masterplan

Parks and Recreation Masterplan

Pedestrian Masterplan

Land Development Plan Update (Just Beginning)

Strategic Economic Development Plan (Through NC Rural Center STEP Program)

Comprehensive Capital Improvement Plan (Water & Sewer System)



# Business Orientation

Rightsizing and Focus



Unified Development Ordinance (UDO) Review Committee

Subsequent UDO Revision

Appearance Committee

In-person Predevelopment Meetings

# Industry

Expansions & Relocations

The logo for Siler City, featuring the word "Siler" in a stylized font with a diamond shape to its right.

Acme McCrary

Boyd Manufacturing

Charter Furniture

VP Coffee

Brookwood Farms

Mountaire Farms

Chatham-Siler City Advanced Manufacturing Site (CAM)



# Small Business

If you're not full of activity, get there



## SCDO Strategic Plan

- Increase retail offerings in downtown
- Develop tools to assist with small business development
- Host at least 2 workshops on historic preservation

## STEP for Small Business Program

- \$100,000 revolving loan
- Partnership with EDC and CCCC
  - Building Reuse Grants
  - Workforce Development
- Outreach teams
- Available building inventory list
- Lenders Forum
- Small Town USA Film Debut

## Pre-development Meetings

# Outside Resources = Public Improvements

Leveraging Opportunities



ADA and Crosswalk Projects	\$90,000	
Siler City Swimming Pool	\$1,000,000	(50% Local Match)
Loves Creek Greenway	\$1,200,000	
Various Sidewalk Projects		
• Safe Routs to School Grant	\$500,000	(20% Local Match)
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• East Raleigh Street	\$100,000	(20% Local Match)
• North Chatham Study	\$100,000	(20% Local Match)



# Outside Resources = Public Improvements

Leveraging Opportunities



Y 64 Improvements

\$10,000,000 (20% Local  
for Ped)

EP for Small Business Revolving Loan Program

\$100,000

port Runway Rehabilitation Project

\$2,000,000 (10% Local  
County Ass

nway extension and parallel taxiway project

\$5,000,000 (10% Local

PI (Precision Approach Path Indicator) replacement

\$100,000 (10% Local

port approach obstruction clearing

\$350,000 (10% Local

field Light Replacement

\$800,000 (10% Local

# Outside Resources = Public Improvements

Leveraging Opportunities



Golden Leaf Water/Sewer Project	\$4,000,000	
Downtown I&I Study	\$20,000	
BG I&I Grant	\$2,000,000	
BG-ED Wastewater Treatment Plant	\$1,500,000	(\$4.5million project)
9 EPA Grant – Boling Lane Park	\$150,000	
Governor's Crime Commission (PD) Grant	\$100,000	
April, NC Bond Money – Water Plant	\$2,000,000	potential (\$4,000,000 project)



# Outside Resources = Public Improvements

Leveraging Opportunities



This list represents approximately \$30,000,000 of projects that have been, or will soon be, implemented. This is compared to the annual operating budget for the Town of Siler City of approximately \$10,000,000.

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Hardworking efforts of town staff

Strong partnerships between Chatham County, Chatham EDC and the Town of Siler City

Vision, direction and leadership of the Siler City Mayor and members of the Town Board of Commissioners.

# Programs & Recognitions

Taking Pride in Who We Are



2015 Small Town of the Year – NC Rural Center

6 First Place Award – National Night Out – Population under 15,000

ded participation in the most recent round of “Building Integrated Communities” program through UNC Chapel Hill



# QUESTIONS?



Thompson, Town Manager  
919-742-2323  
919-933-2397  
[bthompson@silercity.org](mailto:bthompson@silercity.org)



# Chatham County, NC

## Text File

File Number: 17-2122

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**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

### Chatham Health Alliance Annual Update

### Chatham Health Alliance Annual Update

Introduction & Background: The Chatham Health Alliance (the Alliance) was established in March 2015, as an extension of the 2014 Community Health Assessment Steering Committee. The Alliance is a collaborative of local professionals and residents working together to improve health in Chatham County. The Alliance brings together both traditional and nontraditional partners together to work on issues affecting health in Chatham County, with a focus on the health priorities identified in the Community Health Assessment- Obesity, Access to Mental Health Services, and Access to Healthcare. Members of the Alliance strive to share resources and work together to enhance existing efforts and achieve a greater collective impact than we would individually.

Discussion & Analysis: Since its inception, the Alliance has established itself as a strong partnership, and pillar of innovation to impact health in Chatham County. This includes implementing a number of initiatives requiring strong partnership between the many members of the Chatham Health Alliance. This presentation will focus on the work of the Chatham Health Alliance to date, and the impact of this work for Chatham County.

Budgetary Impact: None

Recommendation: None

# Chatham Health Alliance

Daisy Womble  
Alliance Chair  
Community Member

Tammy Needham  
Alliance Vice Chair  
Chief Nursing Officer,  
Chatham Hospital

Sarah Weller Pegna  
Alliance Coordinator



# Chatham Health Alliance

- Alliance History
- Our Work
- Questions



# The Chatham Health Alliance: History

- Established in March 2015
- Focus on the three health priorities identified in the 2014 Community Health Assessment
  - Obesity
  - Access to Mental Health Services
  - Access to Healthcare





# Chatham Health Alliance: Health Priorities

## Health Priorities

### Obesity



- ▶ Encourage healthy lifestyles through changes in the built environment (community design)
- ▶ Promote physical activity
- ▶ Promote healthy eating

### Access to Mental Health Services



- ▶ Work collectively to prevent substance abuse
- ▶ Promote mental health treatment services
- ▶ Promote substance abuse treatment and counseling services

### Access to Healthcare



- ▶ Promote, provide, and assist in coordination of healthcare services
- ▶ Examine gaps in healthcare services
- ▶ Promote and increase enrollment in the health insurance marketplace



**CHATHAM**  
**HEALTH ALLIANCE**  
BUILDING COMMUNITY THROUGH COLLABORATION

# Chatham Health Alliance: Our Strength is Partnership

- The Alliance's strength lies in our partnerships
  - Maintain contact with 140+ individuals on listserv
  - 70+ organizations and businesses represented
  - Representing:



A word cloud representing various partner sectors. The words are arranged in a cluster, with some in blue, green, and grey. The sectors include: healthcare, youth programs, education, human resources, economic development, nonprofit, law enforcement, sports and recreation, public health, business, Agriculture, and government.

healthcare  
youth programs  
education  
human resources  
economic development  
nonprofit  
law enforcement  
sports and recreation  
public health  
business  
Agriculture  
government

# Chatham Health Alliance:

## A thriving Chatham

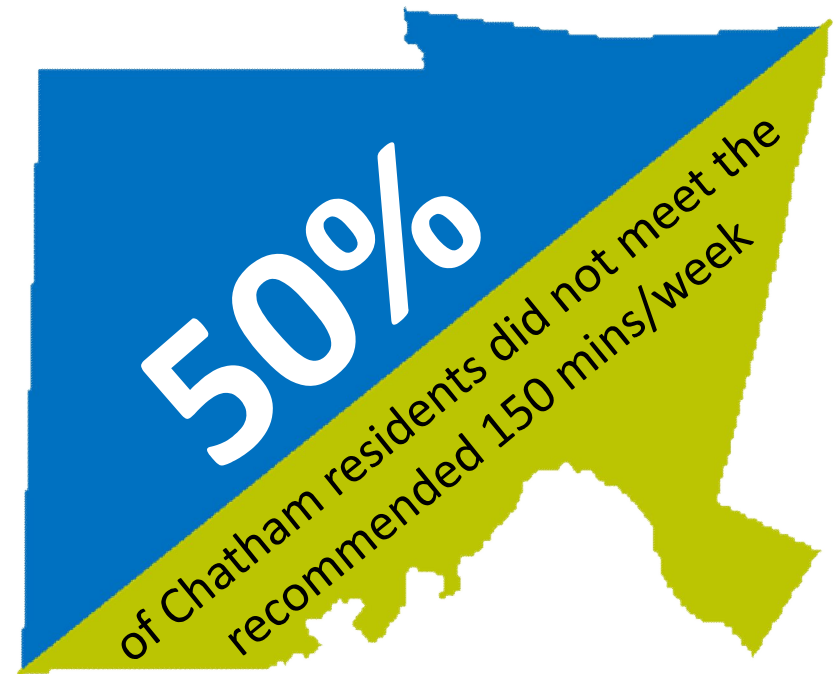
- Goal 1: Demonstrate sound fiscal stewardship and economic support to ensure we can meet the important service needs of our residents.
- Goal 2: Ensure effective, efficient government that is responsive to the needs and input of residents.
- Goal 3: Be proactive in protecting natural resources and promoting responsible growth and land use, while recognizing the differing needs and factors across the county.
- Goal 4: Support Pre-K through 12 and the community college in providing a quality education for all students.





# Chatham Health Alliance: Exercise is Medicine

- Connects individuals with physical activity resources
- Piloted at Piedmont Health Services
- 17+ participating community based physical activity resources
- Average physical activity increased from 37.5 min/wk. to 61.8 mins/wk.



**CHATHAM**  
**HEALTH ALLIANCE**  
BUILDING COMMUNITY THROUGH COLLABORATION

# Chatham Health Alliance: Planning & Public Health

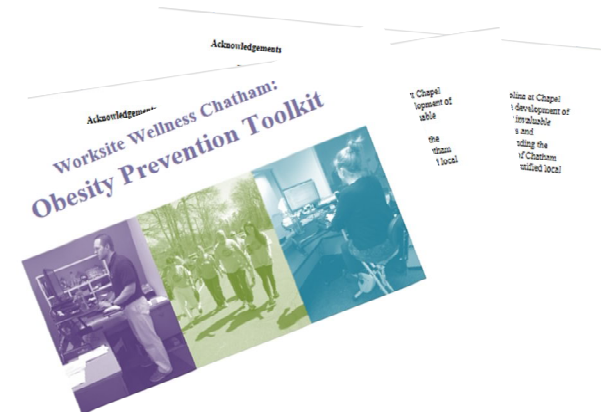
“Across the U.S., local governments are beginning to include goals and objectives that promote public health into their comprehensive plans. These long-term plans impact how people make choices of where to live and how to get around, their ability to access healthy foods and opportunities for physical activity, and affect broader issues of social equity, clean air and water, and more.”

– American Planning Association

# Chatham Health Alliance: Worksite Wellness Chatham

Worksite Wellness Chatham Toolkit includes:

- A brief summary of the current evidence supporting worksite wellness
- An introduction to several free, ready-to-use programs
- Recommended policy and environmental changes that impact worker health
- A review of related local resources



# Chatham Health Alliance: Mental Health Services



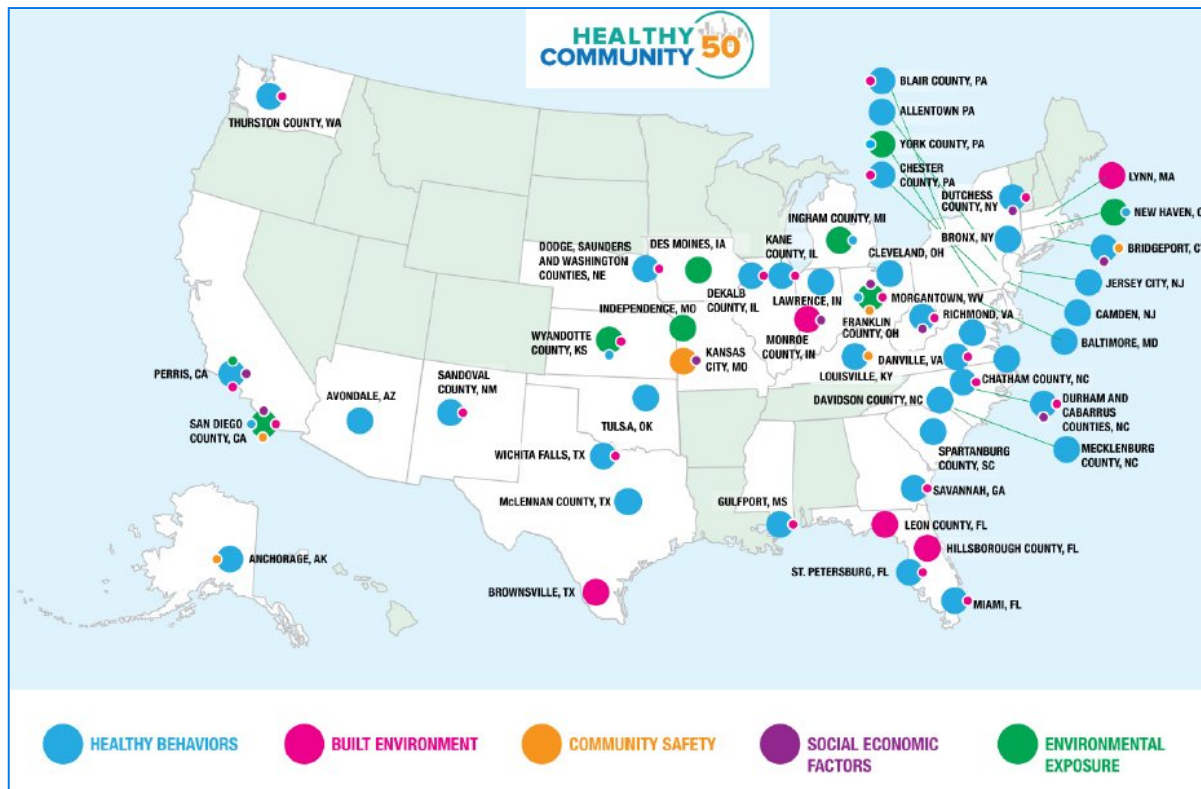
- Convene mental health stakeholders to improve coordination of services
- Assess and develop resources to address opioid overdose

# Chatham Health Alliance: Community Engagement

- We aim to ensure that the Alliance meets the needs of all Chatham's resident
  - Community conversations
  - Improved access to local level data
  - Alliance website- Coming soon!



# Chatham Health Alliance: Awards and Recognition



**Healthy People  
Healthy Carolinas**

**CJA Communities**  
JOINED IN ACTION  
Improving Health ~ Eliminating Disparities

# Please join us!

Tuesday June 6<sup>th</sup>, 10am-12pm- Pittsboro, Ag Auditorium

Tuesday August 1<sup>st</sup>, 10am-12pm- Siler City, Western Council on Aging

Tuesday October 3<sup>rd</sup>, 10am-12pm- Pittsboro, Ag Auditorium

Tuesday December 5<sup>th</sup>, 10am-12pm- Siler City, Western Council on Aging

Email Sarah Weller Pegna ([sarah.weller@chathamnc.org](mailto:sarah.weller@chathamnc.org))

with questions and/or to add your name to our email list.





# Chatham County, NC

## Text File

File Number: 17-2119

**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Work Session

**In Control:** Economic Development

**File Type:** Appointment

Vote on a request to approve Chatham EDC Board members

Action Requested: Vote on a request to approve Chatham EDC Board member appointments

Introduction & Background: Currently Chatham EDC has 4 active members eligible to serve one additional term, 2 Board members that have served the maximum number of terms and 2 additional openings from Board members that have resigned. The EDC nominating committee solicited nominations and conducted interviews with 15 new applicants. Based on those interviews, the committee recommended reappointment of the 4 current members, recommended 2 additional new members, and left 2 vacant slots for the appointees of District 1 (Commissioner Howard) and District 2 (Commissioner Dasher).

Discussion & Analysis: According to Article III, Section 3 of the Chatham County EDC's bylaws:

"Each voting director of the corporation shall be appointed by the Chatham County Board of Commissioners, as follows: Each County Commissioner may nominate a candidate for a director position to be approved by the Board of Commissioners. Each of those directors shall be appointed to serve a four year term to run concurrent with the current term of the County Commissioner who nominated that director. Up to ten at-large director positions shall be selected by the Chatham County Board of Commissioners. Each of these at-large directors shall serve four year terms, with one-half of those directors appointed by the board every two years following the swearing in of new or returning commissioners that resulted from the bi-annual election of County Commissioners.

The Chatham County Commissioners shall make their appointments from a roster of candidates who have completed the formal application and review process conducted by the Board of Directors of this corporation based on a process and qualifications agreed to by the Board of Directors of the corporation and the Chatham County Board of Commissioners."

Budgetary Impact: None

Recommendation: The Chatham EDC nominating committee submitted 2 letters of



recommendation to the Chatham EDC Board (see attached). The first letter recommends the reappointment of the 4 EDC Board members eligible to serve second terms. The second letter recommends 2 at-large appointments. At its March 28, 2017 meeting the Chatham EDC Board of Directors approved both letters of recommendation from the EDC nominating committee.



March 28, 2017

Mr. James G. Crawford, Chair  
Chatham County Board of Commissioners  
P.O. Box 1809  
Pittsboro, NC 27312

Dear Commissioner Crawford:

Today, the Chatham Economic Development Corporation Board of Directors voted unanimously to approve the recommendations of the EDC nomination committee, comprised of Dr. T.E. Marchant, Mr. Dan Sundberg and Mr. Drew Weniger, and forward to the Chatham County Board of Commissioners for approval. The EDC nomination committee was tasked with interviewing and recommending applicants for the EDC Board of Directors to fill two vacancies due to resignation and a Chatham County residency requirement. The EDC nomination committee has recommended Mr. Lee Bowman and Ms. Chreatha Alston to fill those vacancies.

The EDC nomination committee also recommended the reappointment of four existing members of the EDC Board of Directors at the conclusion of their first term. These reappointments include the chair, vice-chair and secretary of the EDC Board of Directors.

According to Article III, Section 3 of the Chatham County EDC's current bylaws, "Each voting director of the corporation shall be appointed by the Chatham County Board of Commissioners, as follows: Each County Commissioner may nominate a candidate for a director position to be approved by the Board of Commissioners. Each of those directors shall be appointed to serve a four year term to run concurrent with the current term of the County Commissioner who nominated that director. Up to ten at-large director positions shall be selected by the Chatham County Board of Commissioners. Each of these at-large directors shall serve four year terms, with one-half of those directors appointed by the board every two years following the swearing in of new or returning commissioners that resulted from the bi-annual election of County Commissioners. The Chatham County Commissioners shall make their appointments from a roster of candidates who have completed the formal application and review process conducted by the Board of Directors of this corporation based on a process and qualifications agreed to by the Board of Directors of the corporation and the Chatham County Board of Commissioners."

Commissioners Dasher and Howard each have a selection to run concurrent with his and her terms. We have provided the completed applications for those selections.

Enclosed are the two letters provided by the EDC nomination committee, applications of all current

applicants, the 2013 applications of the members recommended for reappointment and the roster of EDC Board of Directors who unanimously voted in support of the recommendations. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kyle E. Touchstone". The signature is written in a cursive style with a long horizontal flourish at the end.

Kyle E. Touchstone  
President



March 24, 2017

Mr. Chris Ehrenfeld, Chair  
Chatham EDC Board of Directors  
P.O. Box 1627  
Pittsboro, NC 27312

Dear Mr. Ehrenfeld:

The Chatham Economic Development Corporation nomination committee, comprised of Dr. Bud Marchant, Mr. Dan Sundberg and Mr. Drew Weniger, recommend the appointment of the following four directors to second four-year terms of the Chatham Economic Development Corporation board of directors.

1. Rachel Burton
2. Chris Ehrenfeld
3. Doug Emmons
4. Bob Enders

Sincerely,

Dr. T.E. Marchant, Mr. Dan Sundberg, Mr. Drew Weniger



### Board of Directors Application

Name Rachel Burton  
Mailing Address POB 1216 Pittsboro NC 27312  
Home Address (if different) 55 Thomas Lane Monrovia NC 27557  
Home Phone N/A Work Phone \_\_\_\_\_  
Cell Phone 919-444-3495 Email Address wburton@blast.com  
Township of Residence Haw River

Are you currently serving on a board or committee in Chatham County? Yes ☐ No ☒

If yes, please list all boards and committees on which you currently serve: CCCC Biofuels Advisory  
Previous: Abundance Foundation, CFSA, Town of Pittsboro -  
Grants Committee, Piedmont Biofuels Cooperative

Please list your educational background. Include names of schools and degrees held.

BA Liberal Arts / UNC, AA - Automotive Technology / Certificate  
in Sustainable Agriculture, Coursework in Nutrition Science, Renewable Energy  
Name of Employer self (Microbial Energy & Chatham Wireless)  
Address of Employer above  
Position President/Founder

Please list the names of the civic organizations in which you currently hold membership:

American Oil Chemists Society, American Standards & Testing Materials  
Society of Automotive Engineers, CFSA

Explain how your education, knowledge and experience will be an asset to the EDC.

I believe I have a unique skillset in renewable fuels, transportation,  
and small business experience that could be valuable to  
EDC. I am an alumni of both UNC-Chapel Hill and CCCC  
in Pittsboro and Sanford. There is great value in two year  
and four year education experiences and how these educational

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experiences  
are  
leveraged into meaningful employment for our citizens.  
I would like to participate in strengthening both the vocational  
and professional sectors in our county.

Describe your vision for economic development in Chatham County.

I believe that Chatham County can be a model for the entire state of North Carolina in how we can revive sectors of manufacturing within the renaissance of home-grown businesses like food trucks and small farms. I would like to see Chatham step forward with new technologies in the biotech economy.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I would like to be involved in any of all sectors that involve entrepreneurship, manufacturing, information technology, and energy production/distribution.

Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☐ Male ☒ Female

Date of Birth 7-27-74

Ethnic Background

☒ White, non-Hispanic ☐ African-American ☐ Hispanic

☐ Asian or Pacific Islander ☐ Native American ☐ Other, Specify: \_\_\_\_\_

Please send completed application to:

Chatham Economic Development Corporation

Attn: Dianne Reid

PO Box 1627, Pittsboro, NC 27312

919-542-8274 p 919-542-4716 f

[dreid@chathamcdc.org](mailto:dreid@chathamcdc.org)

[www.chathamcdc.org](http://www.chathamcdc.org)



## **Rachel Marie Burton**

55 Thomas Lane  
Moncure, NC 27559

919.444.3495  
rachel@blast.com

### **Education**

- Council for Entrepreneurial Development, FastTrac® business graduate, comprehensive business planning program for start-up entrepreneurs, 2011.
- National Renewable Energy Laboratory, Sustainable Energy and Education Training, Graduate course, Colorado School of Mines, Golden, Colorado, 2007.
- Associate Degree in Applied Science; Automotive Systems Technology, Central Carolina Community College (CCCC), 2000; Dennis Wicker Vocational Honors Scholar
- REAL Farm Business Administration Certificate, CCCC, 1997
- Bachelor Arts & Sciences, University of North Carolina at Chapel Hill, AB/Nutrition Science, 1996
- Biodiesel Production Technology, Analytics and Biodiesel Business Development, Iowa State University, 2003

### **Piedmont Biofuels, Director, Research & Business Development (2008 – Present)**

- Co-PI, Senior personnel on current DOE SBIR Phase I & II for enzymatic biodiesel research
- Founded research division to evaluate new biodiesel processes and technologies
- International and national consultant and speaker on biodiesel quality and performance
- Developed a patent-pending process for enzymatic esterification of biodiesel.
- Authored & administered over 10 state and federal grants (USDA, DOE, Dept. of Commerce) equaling over \$2 million

### **Piedmont Biofuels, Laboratory and Quality Control Manager (2005 –2008)**

- Manage all aspects of quality assurance activities
- Responsible for all government compliance activity and permitting requirements.
- Oversee design and implementation of laboratory facilities
- Implemented the quality management system and BQ-9000 accreditation

### **National Biodiesel Board, Diesel Technician Trainer, Sustainability Taskforce, Technical Committee (2008 – Present)**

- Developed and delivered diesel technician training curriculum program for NBB, nationwide
- Implemented ASE certification for diesel technician training curriculum program
- Founding and active committee member for Sustainability Taskforce
- Developed industry sustainability principles and producer guidance
- Conference organizer for the 2007 and 2008 Sustainable Biodiesel Summit

### **Central Carolina Community College, Pittsboro and Sanford, NC 2001- 2006**

- Biofuels program founder and coordinator, and introduced biofuels curriculum within the sustainable agriculture program.
- Established seven new continuing education and curriculum courses.

- Delivered State Energy Office Clean Technology Biodiesel demonstration program
- Organized two national biofuels conference and various workshops.
- Huskins Automotive program director 2001-2005
- Instructor for Automotive and Diesel technology, brakes, electrical systems, and emission controls.

#### **Honors/Certification**

- National Biodiesel Researcher of the Year. National Biodiesel Board. November 2011.
- Distinguished Alumni Award, Central Carolina Community College, 2012.
- NC Mobile CARE Fuel & Technology Provider award, 2010
- Graduate, Society of Automotive Engineers, Diesel Engine Seminar, 2009
- AOCS, American Oil Chemists' Society: Edible Oil Processing Certification, 2007
- National Biodiesel Accreditation Commission, BQ9000 implementation, 2007,2008
- Magellan Midstream Biodiesel Quality Certification, 2006
- Certification in Photovoltaic Technology, Solar Energy International, 2005
- National Alternative Fuels Training Consortium, Beta Test Course, 2004
- Certification in Alternative Fuels, Solar Energy International, 2004

#### **Seminars and Lectures**

- Multi-Feedstock Biodiesel Production with enzyme catalysts. National Biodiesel Conference. Orlando, FL. February 2012.
- Lipase Esterification for Biodiesel Production. EuroFedLipid meeting in Rotterdam, Netherlands. September 19, 2011
- Enzymatic Biodiesel Production, American Oil Chemists Society (AOCS) Annual Meeting, May. 2, 2011. Cincinnati, OH
- Biodiesel Production Intensive – 3-day Coordinator and Instructor. Piedmont Biofuels. Pittsboro, NC. March 2-4, 2011.
- Enzymatic Biodiesel Production, National Biodiesel Conference, Feb. 7, 2011. Phoenix, AZ.
- High voltage current for continuous glycerin separation from biodiesel. American Oil Chemists Society (AOCS) Biodiesel Congress Meeting, November. 2010. Munich, Germany
- Sustainable Biodiesel Production Techniques, American Oil Chemists Society (AOCS) Annual Meeting, May. 2009. Orlando, FL
- Sustainable Biodiesel Production, American Oil Chemists Society (AOCS) Annual Meeting, May. 2008. Seattle, WA.
- In-depth Biodiesel Production, Use and Plant Design Workshop – 5-day Intensive Workshop.

Coordinator and Lead Instructor. Solar Energy International. Pittsboro, NC. October 1-5, 2007.

- Biodiesel Production and Fuel Quality Lecture Series. Sponsored by the National Biodiesel Foundation through the Triangle Clean Cities Coalition, Goldsboro, Gaston, and Pittsboro, NC Fall 2007
- Basics of Biodiesel Production and Fuel Quality for Agricultural Producers – 1-day course. Sponsored by the National Center for Appropriate Technology. North Carolina State University, Raleigh, NC. March 2006.
- In-depth Biodiesel Production, Use and Plant Design Workshop – 5-day Intensive Workshop. Coordinator and Lead Instructor. Solar Energy International. June 2005, May 2006, Oct. 2006.

### **Publications**

Xiaohu Fan, Rachel Burton, Greg Austic. "Enzymatic Conversion of Brown Grease to Biodiesel in a Solvent-free Medium". Energy Sources. Part A: Recovery, Utilization, and Environmental Effects. 2010.

R. Burton. Market Analysis of Glycerol Carbonate for the Biofuels Center of North Carolina. March 2010.

Xiaohu Fan, Rachel Burton and Greg Austic. "Conversion of degummed soybean oil to biodiesel-optimization of degumming methods and evaluation of fuel properties". International Journal of Green Energy, 7: 593-599. 2010.

Rachel Burton, Xiaohu Fan and Greg Austic. "Evaluation of Two-step Reaction and Enzyme Catalysis Approaches for Biodiesel Production from Spent Coffee Grounds". International Journal of Green Energy, 7: 530-536. 2010.

Xiaohu Fan, Rachel Burton and Greg Austic. "Preparation and Characterization of Biodiesel Produced from Fish Oil". Chemistry and Technology of Fuels and Oils, 46(5): 287-293. 2010.

Xiaohu Fan, Rachel Burton and Yongchang Zhou. "Glycerol (Byproduct of Biodiesel Production) as a Source for Fuels and Chemicals-Mini Review". The Open Fuels & Energy Science Journal, 3: 17-22. 2010.

Xiaohu Fan, Rachel Burton and Greg Austic. "Preparation and Characterization of Biodiesel Produced from Recycled Canola Oil". The Open Fuels & Energy Science Journal, 2: 113-118. 2009.

Xiaohu Fan and Rachel Burton. "Recent Development of Biodiesel Feedstocks and the Applications of Glycerol: A Review". The Open Fuels & Energy Science Journal, 2:100-109. 2009.

Marc ter Horst, Stephanie Urbin, Rachel Burton, and Christina MacMillan Using proton nuclear magnetic resonance as a rapid response research tool for methyl ester characterization in biodiesel. Lipid Technology February 2009. Vol. 21, No. 2

Real World Experiences from a Small Biodiesel Production Facility. Inform Magazine. September 2007



Board of Directors Application

Name Chris Ehrentfeld  
Mailing Address 50201 Governors Drive Chapel Hill, NC 27517  
Home Address (if different) 1044 Philpott Drive, Chapel Hill, NC 27517  
Home Phone 919-285-1005 Work Phone 919-285-1005  
Cell Phone 919-260-1005 Email Address chris@domesticnc.com  
Township of Residence Williams

Are you currently serving on a board or committee in Chatham County? ☒ Yes ☐ No

If yes, please list all boards and committees on which you currently serve:

Chatham Education Foundation

Please list your educational background. Include names of schools and degrees held.

BSBA (Business Administration) from UNC - Chapel Hill

Name of Employer Domestic Realty / Build Ex / Governors Club Realty / Bean & Bean  
Address of Employer 50201 Governors Drive, Chapel Hill, NC 27517  
Position Owner

Please list the names of the civic organizations in which you currently hold membership:

Chapel Hill Chamber of Commerce, Greater Chapel Hill Association of Realtors

Explain how your education, knowledge and experience will be an asset to the EDC.

I have lived & worked in Chatham County for 14 years  
All of my business is based in Chatham County

Describe your vision for economic development in Chatham County.

I would like to see more employers in Chatham County &  
more retailers in Chatham County. Currently, too many of  
our residents drive out of the county to go to work  
and to spend their retail dollars.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I would like to be involved in any project that helps  
attract new residents & new businesses to our county (the  
two go hand in hand).

Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☒ Male ☐ Female

Date of Birth 4/20/76

Ethnic Background

☒ White, non-Hispanic ☐ African-American ☐ Hispanic  
☐ Asian or Pacific Islander ☐ Native American ☐ Other, Specify: \_\_\_\_\_

Please send completed application to:

Chatham Economic Development Corporation  
Attn: Dianne Reid  
PO Box 1627, Pinesboro, NC 27312  
919-542-8274 p 919-542-4716 f  
[dreid@chathamcdc.org](mailto:dreid@chathamcdc.org)  
[www.chathamcdc.org](http://www.chathamcdc.org)

# CHATHAM EDC

ECONOMIC DEVELOPMENT  
CORPORATION

## Board of Directors Application

Name Robert A. Enders, Jr.  
 Mailing Address 48 Wickham Dr. Pittsboro, NC 27312  
 Home Address (if different) \_\_\_\_\_  
 Home Phone — Work Phone (919) 799-4001  
 Cell Phone (336) 552-6263 Email Address renders@chathamhospital.org  
 Township of Residence \_\_\_\_\_

Are you currently serving on a board or committee in Chatham County? ☒ Yes ☐ No

If yes, please list all boards and committees on which you currently serve:

United Way of Chatham County

Please list your educational background. Include names of schools and degrees held.

University of Virginia - B.A. Biology

Virginia Commonwealth University - Masters of Healthcare Administration

Name of Employer Chatham Hospital (UNC Health Care System)

Address of Employer 475 Progress Blvd. Siler City NC 27344

Position President

Please list the names of the civic organizations in which you currently hold membership:

Rotary Club of Siler City

Explain how your education, knowledge and experience will be an asset to the EDC.

I have a master's degree in healthcare administration with  
30 years experience in the healthcare field. I have been active  
in community affairs during my working career. I was a board  
member of the Rockingham County EDC. I have experience in recruiting  
physicians to rural communities.

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 919-542-8274 ♦ info@chathamcdc.org ♦ www.chathamcdc.org

naturally innovative



Describe your vision for economic development in Chatham County.

Rural communities must be pro-active and aggressive to recruit  
industries. They must be as prepared as economically possible to  
provide support and assistance to new industries. Existing industry support  
and retention is also very important.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I am interested in all aspects and would be willing to serve  
where needed.

Demographic Information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☒ Male ☐ Female

Date of Birth 1/31/1956

Ethnic Background

☒ White, non-Hispanic ☐ African-American ☐ Hispanic

☐ Asian or Pacific Islander ☐ Native American ☐ Other, Specify: \_\_\_\_\_

Please send completed application to:

Chatham Economic Development Corporation

Attn: Dianne Reid

PO Box 1627, Pittsboro, NC 27312

919-542-8274 p 919-542-4716 f

[dreid@chathamcdc.org](mailto:dreid@chathamcdc.org)

[www.chathamcdc.org](http://www.chathamcdc.org)

# CHATHAM EDC

ECONOMIC DEVELOPMENT

## Board of Directors Application

Name Joel Emmons  
 Mailing Address 114 AUTUMN CHASE PITTSBORO, NC 27312  
 Home Address (if different) (Same)  
 Home Phone 919-533-6158 Work Phone 603-333-2953  
 Cell Phone 603-333-2953 Email Address Joel.Emmons@ATT.NET  
 Township of Residence PITTSBORO

Are you currently serving on a board or committee in Chatham County? Yes ☐ No ☒  
 If yes, please list all boards and committees on which you currently serve:

Please list your educational background. Include names of schools and degrees held.

MBA - BABSON COLLEGE A.S. ACCOUNTING - BENTLEY UNIVERSITY  
BS COMPUTER SYSTEMS - BENTLEY UNIVERSITY

Name of Employer EMC CORPORATION  
 Address of Employer 42 SAUND ST. BURLINGTON MA 01748  
 Position DIRECTOR, SOLUTIONS MARKETING

Please list the names of the civic organizations in which you currently hold membership:

Explain how your education, knowledge and experience will be an asset to the EDC.

MY BACKGROUND SPANS WORKING IN A STARTUP JOINTLY OWNED COMPANY FOR 5 YEARS  
BE WORKING IN FIVE COMPANIES FOR 38 YEARS. MY KNOWLEDGE SPANS MULTIPLE  
BUSINESS DISCIPLINES (MARKETING, CONSULTING, BUSINESS DEVELOPMENT, IT MANAGEMENT,  
WEB DESIGN AND DEVELOPMENT, PROJECT MANAGEMENT.) IN HIGH TECH SEE ATTACHED B.I.

My background spans working in a startup company for 5 years to working in EDC companies for 38 years. My knowledge spans multiple business disciplines (marketing, consulting, business development, IT management)

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naturally innovative

for 5 years to working in EDC companies for 38 years. My knowledge spans multiple business disciplines (marketing, consulting, business development, IT management)

Describe your vision for economic development in Chatham County.

WE SHOULD TO GET TOGETHER 4 1/2 YEARS AGO FROM NOT ANY LONG TIME AGO. I WANT VISION  
TO SEE CHATHAM COUNTY GROW ECONOMICALLY AND SOCIAL TO A THREATEN  
COMMUNITY ENGAGED WITH WORKING BUSINESS PART ISSUES AND BUSINESS FIRM  
I SEE GREAT POTENTIAL FOR CHATHAM COUNTY AS THE NEW SPOT LOCATIONS TO EXPAND.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

THE WAY INVOLVED IN THE EXPANSION OF PITTSBORO RTJ TO INCLUDE THE  
PROPOSED "RTJ2" BASED ON AN ISUE BACKGROUND. I AM ALSO INTERESTED IN  
CONNECTING EDUCATIONAL PROGRAMS TO EMPLOYMENT AND PROVIDING ENLARGED PROGRAMS  
BASED ON QUALIFIED NEEDS AND PROVIDING EDUCATION.

Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☒ Male ☐ Female

Date of Birth 11/12/53

Ethnic Background

☒ White, non-Hispanic ☐ African-American ☐ Hispanic

☐ Asian or Pacific Islander ☐ Native American ☐ Other, Specify: \_\_\_\_\_

Please send completed application to:

Chatham Economic Development Corporation  
Attn: Dianne Reid  
PO Box 1627, Pittsboro, NC 27312  
919-542-8274 p 919-542-4716 f  
[dreid@chathamcdc.org](mailto:dreid@chathamcdc.org)  
[www.chathamcdc.org](http://www.chathamcdc.org)

Doug Emmons, Director, Solutions Marketing & SAP Global Solutions, EMC Corporation



Mr. Emmons has over thirty years experience with IT consulting, IT management, business applications software development, software product management, alliance and channel management, and solutions marketing. He has been working with SAP for the past 13 years. As global solutions practice lead, Mr. Emmons helps direct EMC's SAP solutions strategy, and oversees worldwide field and partner enablement programs and strategic sales support.

Prior to EMC, Mr. Emmons served as Director, Partner Programs at Compaq Computer where he established Compaq's Global Consultants and System Integrators program for SAP enterprise solution sales. Prior to Compaq, he held senior positions in business development, product management, and IT management at Digital Equipment. Mr. Emmons started his career working at a start-up software company for five years where he designed, developed, and product managed financial applications software. Mr. Emmons has completed graduate work towards a MSIT degree from Bentley University and holds a MBA from Babson College, and both a B.S. in Computer Systems and an A.S. in Accounting from Bentley University in Massachusetts.



March 24, 2017

Mr. Chris Ehrenfeld, Chair  
Chatham EDC Board of Directors  
P.O. Box 1627  
Pittsboro, NC 27312

Dear Mr. Ehrenfeld:

The Chatham Economic Development Corporation nomination committee recently interviewed the new applicants for the Chatham Economic Development Corporation Board of Directors, which has two vacancies and two directors with terms ending. Mr. Dan Sundberg and Mr. Drew Weniger have completed two four-year terms and are no longer eligible for board service. Mr. Tom Roberts resigned from the board of directors upon relocating from Chatham County. Ms. Pat Richardson was deemed ineligible for continued board service due to the Chatham County residency requirement.

During the most recent application period, fifteen applications were submitted and interviewed. The Chatham EDC nomination committee recommends the following individuals for the director positions formerly held by Mr. Roberts and Ms. Richardson:

**Lee Bowman**

Mr. Bowman is the senior project manager of Newland Communities' Briar Chapel, which is the largest green community in the Research Triangle Region. Mr. Bowman has been a resident of Chatham County for eight years and is a member of the Chatham County Chamber of Commerce and the Chatham Education Foundation Ambassador program.

**Chreatha Alston**

Ms. Alston, a native of Chatham County, is the director of engagement services for the North Carolina Community College System. Ms. Alston serves on the board for the Chatham County Group Home and is also a licensed realtor.

We have enclosed their applications for review by the Chatham EDC Board of Directors. I believe you will find these applicants to be extremely capable to serve Chatham County in this capacity.

Sincerely,

Dr. T.E. Marchant, Mr. Dan Sundberg, Mr. Drew Weniger



## Chatham Economic Development Corporation

### Board Application

Name: Lee Bowman

Mailing Address: 48 Tobacco Farm Way, Chapel Hill, NC 27516

Home Address (if different):

Home Phone: 919-370-3125

Work Phone: 919-951-0712

Cell Phone (optional): 919-697-1323

Email Address: [lb Bowman@newlandco.com](mailto:lb Bowman@newlandco.com)

Township of Residence: Baldwin

Are you currently serving on a board or committee in Chatham County? ☒ Yes ☐ No

If yes, please list all boards and committees on which you currently serve:

North Chatham SECU Advisory Board; Chatham YMCA Board; Chatham Educational Foundation Ambassador Committee

Please list your educational background. Include names of schools and degrees held.

Terry Sanford High School (Fayetteville, NC) – Class of 1992; UNC-Chapel Hill (BA with Honors) – Class of 1996

Name of Employer: Newland Communities

Address of Employer: 1342 Briar Chapel Parkway, Chapel Hill, NC 27516

Position: Senior Project Manager

Please list the names of the civic organizations in which you currently hold membership:

Green Home Builders of the Triangle; Chatham Chamber of Commerce; Triangle Community Coalition

Explain how your education, knowledge and experience will be an asset to the EDC. Although I am not a Chatham County native, I am a North Carolina native and have been actively involved in Chatham and counties nearby (i.e., Cumberland, Moore and Orange) for my entire life. I've nurtured a life-long interest in economic development and am well-versed on philosophies of smart growth, the intricacies of attracting business in a competitive marketplace, and the importance of educating and attracting a desirable labor pool.

Describe your vision for economic development in Chatham County.





With the promise of Chatham Park and the recertification of our mega sites, Chatham County is changing. The best things we can do as leaders is to work hand-in-hand in a united effort to preserve all that makes Chatham County special. At the same time, we must focus on attracting and enticing companies that complement – and see value in – our culture, infrastructure, skilled labor pool, and education and training potential with CCCC.

Doing so certainly has its complications as the County will need to target the growth in areas that have the infrastructure to handle development. This smart growth philosophy will require the County to help guide resources to these areas to supplement the necessary infrastructure as well as services and amenities.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I have always had an interest in industrial location theory. In fact, as an economic geographer during my undergraduate days at UNC, my honors thesis focused on the location of the automobile industry in the Carolinas—specifically the BMW plant in Greer, SC. While that was more than 20 years ago and in a different part of the Carolinas, I remain very interested in the opportunities Chatham's two megasites provide for the automobile industry.

However, I am willing to serve the EDC in any capacity in which its needs can be bettered by my strengths. I feel that I understand the value of business and smart growth that Chatham County needs. By being a resident of the County for the past eight (8) years, I am keenly aware of challenges in balancing of growth while preserving the culture and rural character of Chatham County.

Briefly define economic development and tell us why you think it's important for Chatham County.

I see economic development from a variety of perspectives. One needs to wear many hats to be a good economic developer: a cheerleader, an advocate and a doer. Ultimately, economic development is about the creation of job growth based on the character of the locale one represents. In Chatham County, and especially for the residents of the western part of our county--where chicken plants and mills were once the predominant employers--we need these "blue collar" positions but we also need to focus on the future and look towards technology-based industries, many of which demand a highly-educated workforce and pay higher salaries. A balance of positions is needed to obtain smart growth, attract residents, and further enhance the county's tax base.

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

My family established roots in Chatham County in 2008. I am excited to raise my daughters here - in a county that has great access to arts, education and green spaces. The culture and people of Chatham County are unique and I aspire to



preserve the charm that first attracted me through responsible growth and engaging quality employment opportunities for everyone across the county.

Please describe how your background relates to your interest in serving on the board. Chatham County is among the largest counties in the state and I possess a great deal of knowledge about this region – its residents, businesses and geography. As a developer in a Chatham County master-planned community, I work hard to attract new citizens to the area. My interest in attracting appealing jobs in sustainable industries compliments my professional goals and also my personal interests as a Chatham County resident.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

I'd start by assessing each team members strengths (and weaknesses). Also, initially, I think it would be important to determine the various tasks needed to get done in order to achieve that specific goal related to attracting businesses to the County. Then, based on the duration of the project, I'd check in regularly with each of the team members and hold meetings as a group while the tasks were being undertaken. Concurrently, I'd follow-up with those EDC and County leaders to ensure that the progress being made was in alignment with their overall vision.



Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☒ Male ☐ Female

Date of Birth: 6/4/74

Ethnic Background: ☒ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamedc.org](mailto:info@chathamedc.org)



**Chatham Economic Development Corporation**

**Board Application**

Name Chreatha Alston

Mailing Address 722 Mitchells Chapel Road, Pittsboro, NC

Home Address (if different) \_\_\_\_\_

Home Phone 919-545-9545 Work Phone \_\_\_\_\_ Cell Phone 919-219-6825

Email Address chreatha@embarqmail.com

Township of Residence Pittsboro

Are you currently serving on a board or committee in Chatham County? ☒ Yes ☐ No

If yes, please list all boards and committees on which you currently serve:

**Chatham County Group Home**

Please list your educational background. Include names of schools and degrees held.

MPA: Strayer Univ.; BBA: Strayer Univ. AAS Paralegal Stud.: CCCC; AAS Com. Eng.

Name of employer NC Community College System

Address of employer 200 West Jones Street, Raleigh NC

Position Director of Engagement Services

Please list the names of the civic organizations in which you currently hold membership:

Eastern Star Organization, Golden Circle Organization, Youth Gleaner Organization.

Explain how your education, knowledge, and experience will be an asset to the EDC.

My marketing knowledge, real estate background and Chatham County native experiences will bring value-add to the EDC because I can bring all of this experience into helping Chatham County grow.



Describe your vision for economic development in Chatham County.

My vision is for Chatham to maintain its rural character while incorporating slow, steady growth in housing and retail options for all economic walks of life.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

Housing options are of particular interest to me partly because of my real estate background and my prior work with Chatham Habitat for Humanity - it's important that we have affordable single family and rental housing in the county.

Briefly define economic development and tell us why you think it's important for Chatham County.

Economic development is financial and social growth in a community - it is important because Chatham is becoming a viable option for Orange and Wake county overgrowth and for transplant residents. We need to have a strategic plan so we do not grow too fast or in the wrong areas and become an Apex/Cary - whose growth spawned too fast.

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

I would like it to maintain its ruralness with small pocket neighborhoods that cater to unique businesses and offer more recreation options for Chatham County residents wholistically - not just North Chatham.

Please describe how your background relates to your interest in serving on the board.

I have a real estate, legal and marketing background that would offer knowledge and experience-based opinion/views for moving Chatham County forward.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

I would do it collaboratively and collectively - incorporating volunteer input and opinions before developing a plan on how to attract those businesses.





### Demographic Information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☐ Male ☒ Female

Date of Birth 1973

Ethnic Background

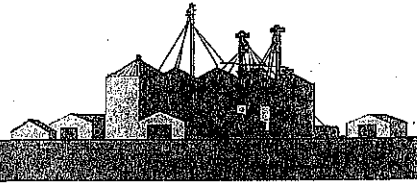
- ☐ White, non-Hispanic   ☐ Hispanic   ☐ Native American  
☒ African-American   ☐ Asian or Pacific Islander   ☐ Other

Please send completed application by March 15, 2017 to:

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
Email: [info@chathamedc.org](mailto:info@chathamedc.org)



**CHATHAM**  
ECONOMIC DEVELOPMENT  
CORPORATION



## Chatham Economic Development Corporation

### Board Application

Name: Beth Anderson

Mailing Address: 10 56 Beaver Dam Road, Chapel Hill, NC 27517

Home Address (if different):

Home Phone: 919-932-7343 Work Phone:

Cell Phone (optional): 919-260-2466

Email Address: beaadvocate@gmail.com

Township of Residence: Williams

Are you currently serving on a board or committee in Chatham County? ☐ Yes  
☒ No

If yes, please list all boards and committees on which you currently serve:

There is not a board or committee for this but I participate in the Chatham Co.  
Nonprofit Network.

Please list your educational background. Include names of schools and degrees held.

UNC at Chapel Hill, BA, Biology

Duke, MALS (Master of Arts in Liberal Studies)

Name of Employer: self, community volunteer

Address of Employer: N/A

Position: advocate, mentor, advisor

Please list the names of the civic organizations in which you currently hold membership:

I was a prior board member of the Optimist Club of Chapel Hill. While these are not civic organizations, currently I am a Guardian ad Litem advocate, a mentor with Chatham County Literacy Council, a (new) ally for Circles Chatham, an in-home host and a grant writer for International Focus and a conversation partner for RCP Bridge Builders. For the last two years I have served on the Chatham County nonprofit grant review team.

Explain how your education, knowledge and experience will be an asset to the EDC.

I have over 40 years of work experience in contract and grant management. Until 2015, I oversaw and managed research grants focused on needs related to clean up the



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Nation's Superfund sites. Research ranged from biomedical science to environmental science and engineering. For several years I had oversight of Small Business and Innovative Research Grants. I also was responsible for developing and directing a community engagement program for research programs. I would specifically like to apply my knowledge and skills gained from my community engagement experiences and perspectives to Chatham County's growth and development.

**Describe your vision for economic development in Chatham County.**

I have long felt that Chatham is "a jewel in the rough", meaning that it is a rich community with great potential. Its proximity to the RTP and local universities gives it many resources and advantages, yet it is still on a path open with opportunity to refine its niche in the triangle area. My vision is thoughtful planned growth that brings enhancement to all segments of the community with particular interest and focus on those who have less such that we all prosper.

**Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.**

I would like to be involved in the interface of how nonprofits can support the economic development of the county. The range of nonprofits in the county is full spectrum from the arts to health care to the underserved, etc. These are valuable community resources which need to be included in the discussion of the county's growth and development and I would like to be a part of that conversation.

#### Demographic information **(OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender:

☐ Male

☒ Female

Date of Birth:

Ethnic Background:

☒ White, non-Hispanic

☐ African-American

☐ Hispanic

☐ Asian or Pacific Islander

☐ Native American

☐ Other \_\_\_\_\_



## **Chatham Economic Development Corporation**

### **Board Application**

**Name:** Lee Bowman

**Mailing Address:** 48 Tobacco Farm Way, Chapel Hill, NC 27516

**Home Address (if different):**

**Home Phone:** 919-370-3125 **Work Phone:** 919-951-0712

**Cell Phone (optional):** 919-697-1323 **Email Address:** lbowman@newlandco.com

**Township of Residence:** Baldwin

**Are you currently serving on a board or committee in Chatham County?** XYes ☐ No

**If yes, please list all boards and committees on which you currently serve:**

North Chatham SECU Advisory Board; Chatham YMCA Board; Chatham Educational Foundation Ambassador Committee.

**Please list your educational background. Include names of schools and degrees held.**

Terry Sanford High School (Fayetteville, NC) – Class of 1992; UNC-Chapel Hill (BA with Honors) – Class of 1996

**Name of Employer:** Newland Communities

**Address of Employer:** 1342 Briar Chapel Parkway, Chapel Hill, NC 27516

**Position:** Senior Project Manager

**Please list the names of the civic organizations in which you currently hold membership:**

Green Home Builders of the Triangle; Chatham Chamber of Commerce; Triangle Community Coalition

**Explain how your education, knowledge and experience will be an asset to the EDC.**

Although I am not a Chatham County native, I am a North Carolina native and have been actively involved Chatham and counties nearby (i.e., Cumberland, Moore and Orange) for my entire life. I've nurtured a life-long interest in economic development and am well-versed on philosophies of smart growth, the intricacies of attracting business in a competitive marketplace, and the importance of educating and attracting a desirable labor pool.



My family established roots in Chatham County in 2008. I am excited to raise my daughters here - in a county that has great access to arts, education and green spaces. The culture and people of Chatham County are unique and I aspire to preserve the charm that first attracted me through responsible growth and engaging quality employment opportunities for everyone across the county.

Chatham County is among the largest counties in the state and I possess a great deal of knowledge about this region - its residents, businesses and geography. As a developer in a Chatham County master-planned community, I work hard to attract new citizens to the area. My interest in attracting appealing jobs in sustainable industries compliments my professional goals and also my personal interests as a Chatham County resident.

**Describe your vision for economic development in Chatham County.**

With the promise of Chatham Park and the recertification of our mega site, Chatham County is changing. The best things we can do as leaders is to work hand-in-hand in a united effort to preserve all that makes Chatham County special. At the same time, we must focus on attracting and enticing companies that complement - and see value in - our culture, infrastructure, skilled labor pool, and education and training potential with CCCC.

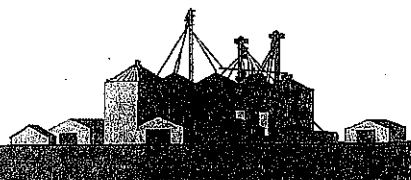
We need jobs - especially for the residents of the western part of our county, where chicken plants and mills were once the predominant employers. We need these "blue collar" positions but we also need to focus on the future and look towards technology-based industries, many of which demand a highly-educated workforce and pay higher salaries. A balance of positions is needed to obtain smart growth, attract residents, and further enhance the county's tax base.

Doing so certainly has its complications as the County will need to target the growth in areas that have the infrastructure to handle development. This smart growth philosophy will require the County to help guide resources to these areas to supplement the necessary infrastructure as well as services and amenities.





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**Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.**

I have always had an interest in industrial location theory. In fact, as an economic geographer during my undergraduate days at UNC, my honors thesis focused on the location of the automobile industry in the Carolinas—specifically the BMW plant in Greer, SC. While that was more than 20 years ago and in a different part of the Carolinas, I remain very interested in the opportunities Chatham's two megasites provide for the automobile industry.

However, I am willing to serve the EDC in any capacity in which its needs can be bettered by my strengths. I feel that I understand the value of business and smart growth that Chatham County needs. By being a resident of the County for the past eight (8) years, I am keenly aware of challenges in balancing of growth while preserving the culture and rural character of Chatham County.

Demographic information **(OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender:                      ☒ Male                      ☐ Female

Date of Birth:

Ethnic Background:      ☒ White, non-Hispanic      ☐ African-American  
                                 ☐ Hispanic                      ☐ Asian or Pacific Islander  
                                 ☐ Native American           ☐ Other \_\_\_\_\_



## Chatham Economic Development Corporation

### Board Application

Name: Jason S. Carter

Mailing Address: 245 Roberson Creek Road, Pittsboro, NC 27312

Home Address (if different):

Home Phone: 919-444-1412

Work Phone: 919-542-0788 ext 203.

Cell Phone (optional): 919-444-1412

Email Address:  
jasoncarter@chathamhabitat.org

Township of Residence: Center

Are you currently serving on a board or committee in Chatham County?

☐ Yes

☐ No

If yes, please list all boards and committees on which you currently serve:

Please list your educational background. Include names of schools and degrees held.

**High School Diploma: Southern Alamance High School**

**A.A.S. in Criminal Justice Technology: Alamance Community College**

Name of Employer: **Chatham Habitat for Humanity**

Address of Employer: **P.O. Box 883 Pittsboro NC 27312**

Position: **Supervisor**

Please list the names of the civic organizations in which you currently hold membership:

Explain how your education, knowledge and experience will be an asset to the EDC.

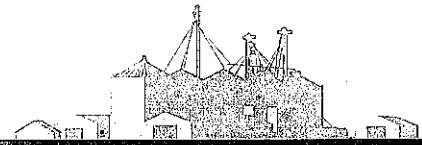
**As a former Deputy Sheriff in Chatham County I have a unique insight into where we as a county have come from and what, in terms of infrastructure, we will need to get to where we need to be in the future.**

Describe your vision for economic development in Chatham County.

**In short my philosophy is, "What got us here won't take us there". We must leverage our cultural and natural resources in a meaningful yet sustainable manner. We must find**



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CORPORATION



ways to continue to encourage development in our established communities, without marginalizing the western half of our county.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

**Information sharing is of particular importance to me, I have a background as a law enforcement trainer and Pastor. I feel that it is important to frequently share with the residents of Chatham County the plans for the future and the opportunities that are in the wings.**

#### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender:

☐ Male

☐ Female

Date of Birth:

Ethnic Background:

☐ White, non-Hispanic

☐ Hispanic

☐ Native American

☐ African-American

☐ Asian or Pacific Islander

☐ Other \_\_\_\_\_

**Please send completed application by June 30, 2016 to:**

Chatham County Economic Development Corporation

Attn: Kyle Touchstone

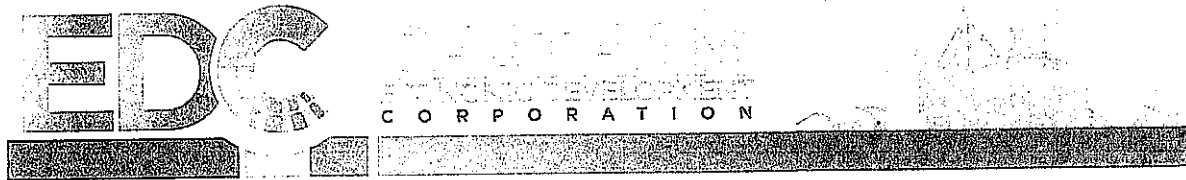
PO Box 1627, Pittsboro, NC 27312

Fax: 919-545-8372

[info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312

919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)



## Chatham Economic Development Corporation

### Board Application

Name: Donald "Andy" Cochran

Mailing Address: 90 Avalant, Pittsboro, NC

Home Address (if different):

Home Phone: 919.533.5055

Work Phone: 919.479.3518

Cell Phone (optional): 919.903.6620

Email Address: andy@casacochran.com

Township of Residence: Pittsboro, Chatham County, NC

Are you currently serving on a board or committee in Chatham County? ☐ Yes

☒ No

If yes, please list all boards and committees on which you currently serve: N/A

Please list your educational background. Include names of schools and degrees held.

Associates of Science: Business Administration - Central Carolina Community College

Associates of Science: Marine Systems Technology - Olympic College

Bachelors of Science: Business Management - St. Leo University

Name of Employer: BioMérieux

Address of Employer: 1101 Hamlin Road, Durham, NC 27704

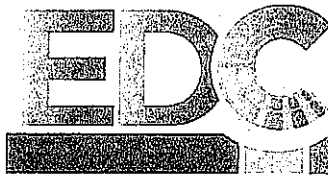
Position: IT Specialist Lab Automation / Global Customer Support for Lab Efficiency

Please list the names of the civic organizations in which you currently hold membership:

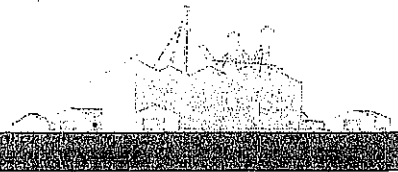
Submarine Veterans Association, Harley Owners Group, and American Legion.

Explain how your education, knowledge and experience will be an asset to the EDC.

I have worked in many sectors but specifically my changing from engineering into business management has allowed me to vision on a worldwide stage to develop world class solutions. I have lived in all four corners of the US, Asia, and Europe, served in the Army and the Navy and through work regularly travel to train and provide services for 52 subsidiaries in 150 countries. With the extended travel and living arrangements I have been able to understand and emulate other cultural interests that are important to the growth of this community.



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Describe your vision for economic development in Chatham County.

I see Chatham County being the next RTP or Reston, VA in development and is centrally located to all the Triange, Triad and the Queen City to be able to attract large corporations to deliver low taxed and community solutions to its employees.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

Development of mixed used developments within or exterior of Chatham Park to ensure that the area is being developed ahead of planned increased population. There needs to be a check to the schools, roads, private and public resources and utilities so existing residents are not paying the price for growth but becomes a shared proposition.

#### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender:

☒ Male

☐ Female

Date of Birth:

48 Years Old

Ethnic Background:

☒ White, non-Hispanic

☐ Hispanic

☐ Native American

☐ African-American

☐ Asian or Pacific Islander

☐ Other \_\_\_\_\_





## Chatham Economic Development Corporation

### Board Application

Name: Judy Harrelson

Mailing Address: 118 Greentree Lane, Siler City, NC 27344

Home Address (if different):

Home Phone: 336 580 2460 (Mobile – use first) Work Phone: 919 742 1003

Cell Phone (optional):

Email Address: judy@mikeharrelson.net

Township of Residence: Matthews

Are you currently serving on a board or committee in Chatham County? ☐ Yes  
☒ X No in Chatham.

If yes, please list all boards and committees on which you currently serve:

However, I'm on the Executive Committee for the Wyndham Championship in Greensboro.

Please list your educational background. Include names of schools and degrees held.  
2 years college in England. 2 years travel around USA and Europe – life & culture education.

Name of Employer: Self. Orare Inc.

Address of Employer: Glass & Window Warehouse , 812 E. Third Street, Siler City

Position: President

Please list the names of the civic organizations in which you currently hold membership:  
Chatham Conservation partnership; Eastern Star. Volunteer for Silk Hope Ruritans,

Explain how your education, knowledge and experience will be an asset to the EDC.  
Extensive travel can bring broader vision and outlook; Chatham County Planning Board for 6 years. Small business owner. One of my strengths is connecting people. Good listener.

Describe your vision for economic development in Chatham County. Support and sustain local small businesses; who then support industry and larger businesses. Attract and target new business through partnerships and outreach.



Is there a particular aspect of economic development that interests you? Explain how you would like to be involved. Forming partnerships to provide win/win for both.

### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☐ Male ☒ X Female

Date of Birth: 5/14/60

Ethnic Background: ☒ X ☐ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by June 30, 2016 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)



## Chatham Economic Development Corporation

### Board Application

Name: Heather Johnson

Mailing Address: PO Box 1727

Home Address (if different): 278 Hillsboro St

Home Phone: 9194441186

Work Phone: 9194449500

Cell Phone (optional):

Email Address: heather@chathambooks.com

Township of Residence: *Pittsboro*

Are you currently serving on a board or committee in Chatham County? ☐ Yes  
☒ No

If yes, please list all boards and committees on which you currently serve:

Please list your educational background. Include names of schools and degrees held.  
Nothing higher than high school

Name of Employer: Chatham Business Services

Address of Employer: 20 Sanford Rd

Position: Owner

Please list the names of the civic organizations in which you currently hold membership:  
None,

I recently completed a two year term as a Board member of the Pittsboro Business Association, where I served as Chair of the Events Committee for over a year.  
Also served as Treasurer to the Pittsboro Kiwanis for one year.

Explain how your education, knowledge and experience will be an asset to the EDC.  
As the owner of a business services company for four years in downtown Pittsboro, I have had the opportunity to work with a variety of Chatham County businesses, non-profit organizations, schools and other groups. I believe I would bring my experience as a connector to the Chatham County EDC.

Describe your vision for economic development in Chatham County.



This is an exciting time for Chatham County. I hope that our County will continue to pursue opportunities that will bring jobs for the residents that live here now, the prepared workforce of Chatham County. I also envision that our area will continue to attract innovators and entrepreneurs.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

Outreach. I want other small businesses to know that we have a friend in the EDC. That the EDC provides businesses with support and tools for all types of businesses and agencies.

From my business concepts to my current business, I have always felt that the EDC was there for guidance and direction. I would like to see the EDC be promoted in this way.

#### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender:

☐ Male

☐ Female

Date of Birth:

Ethnic Background:

☐ White, non-Hispanic

☐ Hispanic

☐ Native American

☐ African-American

☐ Asian or Pacific Islander

☐ Other \_\_\_\_\_



## Chatham Economic Development Corporation

### Board Application

Name: **Donald H Lein, Sr**

Mailing Address: **13 Crosswinds Estates, Pittsboro, NC 27312**

Home Address (if different):

Home Phone: **919-542-4790**

Work Phone:

Cell Phone (optional): **919-444-4075**  
**dmlein@earthlink.net**

Email Address:

Township of Residence: **New Hope**

Are you currently serving on a board or committee in Chatham County? ☐ Yes  
☐ No

If yes, please list all boards and committees on which you currently serve: **Parks and Rec Advisory Committee, Reindeer Run Committee**

Please list your educational background. Include names of schools and degrees held.  
**SUNY Albany - BA**

Name of Employer: **IBM**

Address of Employer: **Armonk. NY**

Position: **Litigation Consultant**

Please list the names of the civic organizations in which you currently hold membership:  
**USATF – National/State, Southeastern Masters, Boys and Girls Clubs of America**

Explain how your education, knowledge and experience will be an asset to the EDC.  
**For the last 20+ years have worked extensively with Chatham County Government and the Board of Commissioners. Also have worked with the leadership of both Pittsboro and Siler City. As a Corporate Executive, I moved 8 times, so I had personal experience in choosing appropriate communities. Also in one of my assignments, I was responsible for Community Relations, gaining firsthand knowledge what the community expected from the employer and vice versa – clearly a symbiotic relationship.**



Describe your vision for economic development in Chatham County.

We have to first ascertain what we want Chatham County to look like in 10-20 years and beyond, gain necessary approvals for that vision, and seek out organizations that will help us attain that goal. Simultaneously, we should be doing all we can to make Chatham County as attractive as possible to both the organizations we are seeking to attract and their employees/families.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

We have to first ascertain what we want Chatham County to look like in 10-20 years and beyond, gain necessary approvals for that vision, and seek out organizations that will help us attain that goal. Simultaneously, we should be doing all we can to make Chatham County as attractive as possible to both the organizations we are seeking to attract and their employees/families.

#### **Demographic Information (OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☒ Male ☐ Female

Date of Birth 1/19/1934

Ethnic Background

- ☒ White, non-Hispanic ☐ Hispanic ☐ Native American  
☐ African-American ☐ Asian or Pacific Islander ☐ Other

Please send completed application by June 30, 2016 to:

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
Email: [info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)





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Describe your vision for economic development in Chatham County.

Interacting with fellow corporate executives and trying to achieve a meeting of the minds.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

Interacting with fellow corporate executives and trying to achieve a meeting of the minds.

#### **Demographic Information (OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☒ Male ☐ Female

Date of Birth 1/19/1934

Ethnic Background

- ☒ White, non-Hispanic ☐ Hispanic ☐ Native American  
☐ African-American ☐ Asian or Pacific Islander ☐ Other

Please send completed application by June 30, 2016 to:

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
Email: [info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)

## Don Lein redefines 'active senior'

By Bill Willcox

*The Chatham County Council on Aging has proclaimed February as 'We Love Seniors' month, with many events planned at both Chatham County senior centers. In recognition of this month, the Chatham News-Record will profile a senior each week of the month.*

To call Don Lein an active senior is a considerable understatement.

At 74, he has more vigor and determination than most men half his age, and a dedication to volunteerism that is inspiring.

Most of his time is devoted to making a difference on a national scale, as a board member of USA Track and Field (USATF), the national governing body for track and field and road racing in the United States.

He also has a fulfilling personal life.

He and wife Marian, who recently retired from working at Duke University, have four children and nine grandchildren.

He was born in Dolgeville, NY, and began his career teaching math and science in the 1950s. When the Soviets launched Sputnik, and people with his background suddenly became in demand, he landed a high-paying job with IBM. He spent 34 years with the company, mostly as a litigation consultant.

One large antitrust suit by the U.S. government lasted from 1969 to 1982 and took up a large part of his career.

He moved around a lot during those years, living in Connecticut, New Jersey, Pennsylvania and Maryland.

In the early 1990s, his department's functions were outsourced to an outside law firm. He was offered the opportunity to go anywhere IBM had a base. With his children living on the East Coast, he

chose the Raleigh-Durham area, and retired in 1993.

When he arrived here he hit the ground running, literally. He had taken up the sport of running just before turning 50 and after turning 60 was setting state records and winning national track titles as well.

At 61, he set his sights on the North Carolina marathon record. He ended up blasting 24 minutes off the age-group record in Charlotte, running a blazing 3:04 time. The record still stands.

About this time, he also began getting involved in the sport's administration.

He jets all over the country to attend board meetings of the USATF.

"The 15,000 races take up an inordinate amount of time," he said. "I have my own committee. I am chairman of the masters long distance running committee for USATF so any road racing activity that involves People forty and over in the the United States is under my aegis."

This being an Olympic year with the U.S. under the gun to win medals in Beijing, he is particularly busy.

But even so, he finds time to contribute locally.

He is one of the three co-founders of the Senior Games in North Carolina, now in their 12<sup>th</sup> year.

He served on the advisory committee for the Chatham County Parks and Recreation master plan in the 1990s. He is one of several people who formed the Chatham Parks Foundation and chairs that organization. He is also vice chair of the Chatham Parks Advisory Board, appointed by the county commissioners to assist the Parks and Recreation Department in its development.

But he is also involved with making life for seniors in Chatham County better.

For the past 10 years, he has been the planning chairman for The Taste of Chatham, which brings in tens of thousands of dollars annually for the Council on Aging.

"We voluntarily obtain monies from citizens, industry and everyone else to pay off the mortgages on places like this," he said, referring to the East Chatham Senior Center. "I much prefer for money to come voluntarily than to be extorted by taxing."

This year's event will take place at The Governor's Club in July.

Having lived a long and full life, he says passing along advice to his children is not as important as how you live your life.

"You set an example," he said. "All the preaching in the world won't do anything. They look at who you are and what you do. I choose to live my life in a way that is most beneficial to those around me."

*FEBRUARY, 2008*

*(Don) (Don Lein)*

# Editor's Note

Every March we highlight masters runners with our annual rankings of the best on the U.S. roads in every five-year age group. This marks the third year that these rankings have been compiled by Don Lein, the current chair of the USATF Masters Long Distance Running Committee. This fact is significant, because Lein has done much more than take over and run an existing system.

Soon after the 2005 rankings were published, we began receiving our usual flood of letters from runners who felt that they should have been included. Given the nature of masters rankings, I had come to expect this. Unlike open elites whose races are highlighted and widely reported, masters performances, even very good ones, are often buried in results from small, local fun runs and Turkey Trots. In the past, our response had been simply to instruct runners to encourage race directors to report their results to USATF. We still do that, as it is the best way to ensure that your results get seen.

Lein was, however, "appalled by the quality" of the rankings relying solely on the national databases. To my pleasant surprise, he answered every letter, not only explaining the system, but engaging the writers in his quest to improve the breadth and depth

of his data. The result has been that Lein began drawing results from regional websites and individual races, filling in the "geographical black holes" in the data and creating his own mega database of masters results. When his wife, Mirian, retired from Duke University last year, Don presented her with a new PC, and, given her prowess in handling data, they increased the number of races they reviewed to 12,000 to 15,000.

It's labor intensive, for sure, but Lein says, "We do it because we love it. It needs to be done. It is what runners deserve." This attitude reflects Lein's character. In his previous career as a litigation consultant for IBM, Lein says his creed was respect for the individual. He sees his work for USATF as showing that same respect for runners.

Lein himself started running later in life — just before he turned 50. A few years later,



Don Lein, master of the masters results

after moving from Bucks County, Pa., to Greenwich, Conn., and falling in with the fast runners there and in Westchester County, N.Y., he found he kept getting better and better, and went from the mid-pack to near-front or front of the pack.

It wasn't until after retiring in North Carolina, however, and turning 60, that he began setting state records and winning some national track titles, as well as starting his involvement in the sport's administration. Yet the real highlights of his running life, he says, are the memories of morning runs on work trips: along the Charles River in Boston, up the "Rocky" steps of the Philadelphia Art Museum, across the Golden Gate Bridge ... and afterwards, "you are set up for the day, you have this great feeling of well-being." Not that racing didn't bring some highlights as well. One was winning his age group at the Utica Boilermaker 15K in honor of his brother, an avid runner from Utica who died of colon cancer soon after getting Don into running.

His brother gave Don not only a legacy of running, but the mandate to get regular checkups. This saved Don last summer when an aggressive cancer was discovered and completely removed in time. So, thankfully, we'll have him around for more years, continuing his "labor of love" with the rankings, and continuing to compile memories.

While we celebrate runners who have had the joy of growing old in the sport, we also mourn the tragic death of Ryan Shay at age 28. Please join us in a moment of silence to remember him, on page 22. For those who would like to contribute to Shay's legacy, a memorial fund has been set up by the Northern Arizona University Center for High Altitude Training. [www.hastc.nau.edu](http://www.hastc.nau.edu).

**Jonathan Beverly**  
Editor in Chief

**RUNNING**  
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## **THE REST OF THE STORY...**

The articles were written in 2008 and this will attempt to bring my activity up to date:

**Council on Aging** – Marian and I stepped down as co-chairs when the Council on Aging moved the Taste of Chatham from Governor's Club.

**Boys and Girls Club of Eastern Piedmont** - First Board Chair when we founded the BGC in Siler City. Met with City leaders and informed them of the need to raise ~\$200,000, which they claimed was impossible because of rampant poverty/near poverty conditions– opened doors in 18 months. Then turned it over to Siler City leaders to run. Has been prospering.

**Southeastern Masters Track and Field, Inc.** – The longest running Masters Track and Field Meet in the U. S.(46 years) – typically held in Raleigh, NC. Attracts several hundred Masters athletes in all disciplines of the sport and World/American Records are typically set there annually. Have been President for the last 20+ years.

**Chatham Parks Foundation 2000-2016** – Was formed subsequent to the Board of Commissioners approving the Parks and Recreation Master Plan as an advocacy organization to work with community groups and the Board of Commissioners/County Staff to implement the plan. Was dissolved when several long time members(Perry Harrison, Margaret Jordan Ellis) passed away and many goals had been achieved. Its assets – approximately \$90,000 was turned over to the County for park related funding.

**USATF** – The National Governing Body for Track and Field and Road Running. Was on its Board of Directors for 2 years and have been Chair of its Masters Long Distance Running Sports Committee for the last 10 years – stepping down this year. Responsible for all activities(Domestic and International Championships, record keeping, growth, etc.) for all Masters(40+) runners/races in the U. S.

**First Responder's Memorial** – Served as an officer on the Board of Directors for the memorial being constructed in Pittsboro.

**Chamber of Commerce** – In 2014 Marian and I were selected as recipients of the Citizenship and Service Award for our service on various community projects/organizations



## Chatham Economic Development Corporation

### Board Application

Name:

Mailing Address: Joel I. Levy

Home Address (if different): 76505 Rice, Chapel Hill, NC 27517

Home Phone: 919.903.8035

Work Phone: 919.370.7631

Cell Phone (optional): 954.816.5672

Email Address: jlevy@jillcpanc.net

Township of Residence:

Are you currently serving on a board or committee in Chatham County? ☐ Yes

☒ No

If yes, please list all boards and committees on which you currently serve:

Please list your educational background. Include names of schools and degrees held.

Herbert H. Lehman College – University of New York City – B.S. Accounting

Florida International University – Masters in Taxation

Personal Financial Specialist – American Institute of Certified Public Accountants

Chartered Global Management Accountant – American Institute of Certified Public Accountants

Name of Employer: Joel I. Levy, CPA, PLLC

Address of Employer: 410 Martin Luther King Jr Blvd, Chapel Hill, NC 27514

Position: Owner

Please list the names of the civic organizations in which you currently hold membership:

Chapel Hill-Carrboro Chamber of Commerce

Kidzu Children's Museum

Charles House

American Institute of Certified Public Accountants

North Carolina Association of Certified Public Accountants

Florida Institute of Certified Public Accountants

Explain how your education, knowledge and experience will be an asset to the EDC.



**CHATHAM**  
ECONOMIC DEVELOPMENT  
CORPORATION



I have had extensive experience working with small and medium sized businesses as their CPA and business consultant/advisor. I have done this both here in Chapel Hill for the past 7 years, and in Boca Raton Florida where I ran a CPA practice for almost 30 years. With the plans for growth in Chatham County I believe I can be a great advocate for the small businessman. While in Florida during the economic explosion, I worked with my clients to manage growth and help them benefit from the growth all around them. I see the future of Chatham in a similar light and believe my experiences, both good and bad, can benefit the small businessman in Chatham County.

Describe your vision for economic development in Chatham County.

I see the plans in the works for Chatham County and I believe an integral piece of the growth will involve the small businessman. My experiences with the growth in Florida will provide me a great background to support the small business community and help them flourish in this exciting economic time.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

As stated above, working with small businesses is my passion. This coupled with my CPA experience puts me in a unique position to not only work with small businesses, but be an advocate for them as well. As a member of the Chatham Economic Development Corp, I would be able to provide a voice for the small businessman and look to maintain an atmosphere that would provide them opportunities to flourish.

#### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender:

☐ Male

☐ Female

Date of Birth:

Ethnic Background:

☐ White, non-Hispanic

☐ African-American

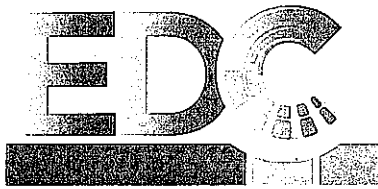
☐ Hispanic

☐ Asian or Pacific Islander

☐ Native American

☐ Other \_\_\_\_\_





ECONOMIC DEVELOPMENT  
C O R P O R A T I O N



## Chatham Economic Development Corporation

### Board Application

Name: Mike Peluso

Mailing Address: 25 Nassau Trail

Home Address (if different):

Home Phone: n/a Work Phone: (919) 777-7725

Cell Phone (optional): (919) 280-6681

Email Address: peluso72@gmail.com

Township of Residence: Pittsboro

Are you currently serving on a board or committee in Chatham County? ☒ Yes

☐ No

If yes, please list all boards and committees on which you currently serve:

President – Chatham Trades

Please list your educational background. Include names of schools and degrees held.

Basic Economic Development – University of North Carolina at Chapel Hill

Masters in Information Technology – North Carolina A&T

BA in Organizational Communication – University of Central Florida

AA – Radio Television Production – Broward Community College

Name of Employer:

Central Carolina Community College / Triangle South WDB

Address of Employer:

1105 Kelly Drive

Sanford, NC 27330

Position:

Business Services Coordinator

Please list the names of the civic organizations in which you currently hold membership:



Explain how your education, knowledge and experience will be an asset to the EDC.

I have a strong understanding of economic development and its impact on communities as well as the region. I have worked with economic development extensively with my business outreach based position with the workforce development board. I also have over 20 years' experience in the private sector and understand the needs of business. It is this balance of experience with government funded programs and private sector background that allows me to understand economic development from a more comprehensive standpoint.

Describe your vision for economic development in Chatham County.

Chatham offers a complex environment for economic development. Due to the diverse nature of the constituent populations, I believe the Chatham EDC and its partners must leverage and balance its rural heritage and progressive tendencies with the demand for economic opportunities that a growth oriented county needs.

I would also like to see a more open, comprehensive, and business development friendly environment. Requirements, even demanding requirements that meet the needs of the county are expected, but any business who is looking to open or expand should have a complete, clearly communicated and comprehensive set listed set of requirements to move forward from the outset of any enterprise.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I'm very excited for the CAM site and the Moncure-Merry Oaks Industrial Site. I would be willing to offer any assistance in any way that I can to help facilitate the attraction of a large manufacturer(s) to Chatham. It is clear to me that if we attract the correct forward leaning manufacturer it will help drive tremendous long term economic prosperity of the county and the region.

I also believe there is strong opportunity to leverage disenfranchised communities of workers. I.e. Immigrant workers, former offenders, long term unemployed. If properly leveraged and trained these populations could provide a comprehensive economic stimulus to the county.

#### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.



Gender:

☒ Male

☐ Female

Date of Birth:

Ethnic Background:

☒ White, non-Hispanic

☐ African-American

☐ Hispanic

☐ Asian or Pacific Islander

☐ Native American

☐ Other \_\_\_\_\_

**Please send completed application by June 30, 2016 to:**

Chatham County Economic Development Corporation

Attn: Kyle Touchstone

PO Box 1627, Pittsboro, NC 27312

Fax: 919-545-8372

[info@chathamedc.org](mailto:info@chathamedc.org)



## Chatham Economic Development Corporation

### Board Application

Name Michael C. Whitman

Mailing Address 106 Millbrook Dr.

Home Address (if different) \_\_\_\_\_

Home Phone 919-260-7709 Work Phone \_\_\_\_\_ Cell Phone 919-260-7709

Email Address michael@millenniumpg.com

Township of Residence Pittsboro

Are you currently serving on a board or committee in Chatham County? ☐ Yes ☒ No

If yes, please list all boards and committees on which you currently serve:

Please list your educational background. Include names of schools and degrees held.

MBA from the University of Phoenix (Raleigh); BA in Dramatic Art from The University of North Carolina at Chapel Hill

Name of employer Millennium Planning Group

Address of employer 4020 Westchase Blvd., Ste. 150, Raleigh, NC, 27607

Position Co-Founder

Please list the names of the civic organizations in which you currently hold membership:

I am an ambassador for the Chatham County Chamber of Commerce.

Explain how your education, knowledge, and experience will be an asset to the EDC.

As a financial planner who is focused on helping my clients become more socially active, I believe that my networking and passion for community will help me become an asset. I have founded 2 networking groups in Orange County, and am currently serving as the NexGen Director for the Financial Planning Association of the Triangle. My Dramatic Arts degree gives me a well rounded background to my MBA. I love helping people and want to see my new community develop and thrive.



Describe your vision for economic development in Chatham County.

I didnt really know what Economic Development was until I met Doug Emmons during my time in Leadership Chatham. Now, I am very excited to see this community work together to grow stronger. My vision for economic development in Chatham County is seeing the business owners and the Chamber of Commerce (as well as the other, many, groups in this county) working together to provide the community with a great place to work, play, and live!

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I am really interested in helping get people motivated to collaborate more. I see a disconnect in that there are many groups working separately. I would like to see those groups working together to benefit the community!

### **Demographic Information (OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☒ Male ☐ Female

Date of Birth 10/22/1983

Ethnic Background

- ☒ White, non-Hispanic ☐ Hispanic ☐ Native American  
☐ African-American ☐ Asian or Pacific Islander ☐ Other

Please send completed application by June 30, 2016 to:

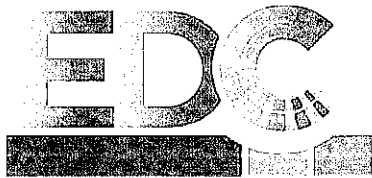
Chatham County Economic Development Corporation

Attn: Kyle Touchstone

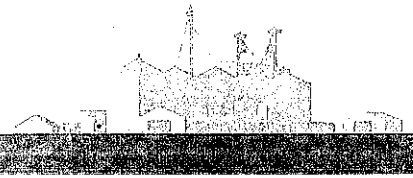
PO Box 1627, Pittsboro, NC 27312

Fax: 919-545-8372

Email: [info@chathamedc.org](mailto:info@chathamedc.org)



ECONOMIC DEVELOPMENT  
CORPORATION



## Chatham Economic Development Corporation

### Board Application

Name Andre M. Williams

Mailing Address 1100 Sunrise Place, Siler City, N.C. 27344

Home Address (if different) \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone 919-545-6272 Cell Phone 919-545-6272

Email Address am@coachamwilliams.com

Township of Residence Siler City

Are you currently serving on a board or committee in Chatham County? ☐ Yes ☒ No

If yes, please list all boards and committees on which you currently serve:

Strategic Planning, Business Recruiting, and Residential Development. I would be interested in the planning of recruiting companies and young professionals in identifying locations for development and housing. I also would love to be involved with the proposal process and marketing materials used to attract both parties.

Please list your educational background. Include names of schools and degrees held.

Strategic Planning, Business Recruiting, and Residential Development. I would be interested in the planning of recruiting companies and young professionals in identifying locations for development and housing. I also would love to be involved with the proposal process and marketing materials used to attract both parties.

Name of employer A.M. Williams Coaching Co.

Address of employer 1100 Sunrise Place, Siler City, N.C.

Position Business Coach/Consultant

Please list the names of the civic organizations in which you currently hold membership:

Strategic Planning, Business Recruiting, and Residential Development. I would be interested in the planning of recruiting companies and young professionals in identifying locations for development and housing. I also would love to be involved with the proposal process and marketing materials used to attract both parties.

Explain how your education, knowledge, and experience will be an asset to the EDC.

Strategic Planning, Business Recruiting, and Residential Development. I would be interested in the planning of recruiting companies and young professionals in identifying locations for development and housing. I also would love to be involved with the proposal process and marketing materials used to attract both parties.





CHATHAM  
ECONOMIC DEVELOPMENT  
CORPORATION



Describe your vision for economic development in Chatham County.

Strategic Planning, Business Recruiting, and Residential Development. I would be interested in the planning of recruiting companies and young professionals in identifying locations for development and housing. I also would love to be involved with the proposal process and marketing materials used to attract both parties.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

Strategic Planning, Business Recruiting, and Residential Development. I would be interested in the planning of recruiting companies and young professionals in identifying locations for development and housing. I also would love to be involved with the proposal process and marketing materials used to attract both parties.

#### **Demographic Information (OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☒ Male ☐ Female

Date of Birth 8/20/73

Ethnic Background

- ☐ White, non-Hispanic ☐ Hispanic ☐ Native American  
☒ African-American ☐ Asian or Pacific Islander ☐ Other

Please send completed application by June 30, 2016 to:

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
Email: [info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)



C O R P O R A T I O N

## Chatham Economic Development Corporation

### Board Application

Name Elizabeth Wrenn  
Mailing Address 5240 Rives Chapel Church Rd.  
Home Address (if different) \_\_\_\_\_  
Home Phone NA Work Phone (919) 742-3329 Cell Phone (919) 704-0585  
Email Address ecwrenn@ncsu.edu  
Township of Residence Siler City  
Are you currently serving on a board or committee in Chatham County? ☐ Yes ☒ No  
If yes, please list all boards and committees on which you currently serve:  
NA

Please list your educational background. Include names of schools and degrees held.

- NC State University - Bachelor of Arts in Political Science
- Louisburg College - Associate of Science

Name of employer Wrenn Brothers, Inc.  
Address of employer P.O. Box 546, Siler City, NC 27344  
Position Office Manager

Please list the names of the civic organizations in which you currently hold membership:

- First United Methodist Church Siler City member
- Salvation Army volunteer (Chatham County)
- Rotary Club volunteer
- NC State Alumni Association

Explain how your education, knowledge, and experience will be an asset to the EDC.

Through my studies in social sciences I have gained a lot of experience of demographics in smaller towns. I also have studied the "trends" of small businesses and their towns economic direction. I have seen the change in our economy and small business production, as a Chatham County resident first hand, but most importantly through my family's small business. It is still a struggle to keep up.



C O R P O R A T I O N

Describe your vision for economic development in Chatham County.

I believe I have insight on creating more jobs, business production, and population to bring back economic independence to Chatham County. My vision is to promote our county and to get more people here via commerce and jobs. I would mean the world to me to bring back the once thriving Chatham County I knew. Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

Small business expansion or marketing to help promote our county would be interesting fields. My main goal for serving this board is to be involved in creating more revenue with this new generation. Thank you for considering my application.

#### Demographic Information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☐ Male ☒ Female

Date of Birth 11-5-1988

Ethnic Background

☒ White, non-Hispanic ☐ Hispanic ☐ Native American  
☐ African-American ☐ Asian or Pacific Islander ☐ Other

Please send completed application by June 30, 2016 to:

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
Email: [info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)

# Elizabeth Wrenn

Office Manager  
Siler City, North Carolina

ecwrenn@ncsu.edu

(919)704-0585

5240 Rives Chapel Church Road  
Siler City, NC 27344

## Summary

- Proficient in a variety of office management functions including: word processing, shorthand, dictation and transcription, file management, office bookkeeping and payroll, lease management, contract administration and research.

## Work Experience

### Office Manager

**Wrenn Brothers, Inc.**, Siler City, North Carolina

Jun 2006 - Current

- Act as a liaison between vendors, marketing and promotional office, price change management office, as well as general store management to properly execute all business related tasks.
- Manage various office duties including, but not limited to, creating and managing filing systems, drafting all correspondence, managing orders along with distribution, and managing all office mail.

### Tax Associate

**H&R Block, Inc.**, Siler City, North Carolina

Nov 2015 - Current

- Complete and electronically file income tax returns while giving best tax advice to clients.
- Responsible for reviewing tax work papers and returns, managing staff associates, developing client relationships, and working exclusively with tax managers and partners.
- Acquired and continue to supervise work associated with tax sales for H&R Block.

## Education

### Bachelor of Arts

North Carolina State University, Raleigh, North Carolina

2009 - 2013

- I graduated with a Bachelor of Arts degree with concentrations in political science and languages.

### Associate of Science

Louisburg College, Louisburg, North Carolina

2007 - 2009

- Successfully completed an associate's degree with a concentration in health sciences.

## Additional Information

- Fluent in Spanish; able to translate and write from English to Spanish, and from Spanish to English. Excel in multiple dialects of the language from studying phonetics of Spanish-speaking countries.
- Proficient communication skills both orally and written, as well as a strong devotion to grammar.
- Detail-oriented, good judgment, good team player, problem-solving skills, high emphasis on maintaining quality and accuracy in work, strong error detection and problem solving skills.

References available upon request



## Chatham Economic Development Corporation

### Board Application

Name Chreatha Alston  
Mailing Address 722 Mitchells Chapel Road, Pittsboro, NC  
Home Address (if different) \_\_\_\_\_  
Home Phone 919-545-9545 Work Phone \_\_\_\_\_ Cell Phone 919-219-6825  
Email Address chreatha@embarqmail.com  
Township of Residence Pittsboro

Are you currently serving on a board or committee in Chatham County? ☒ Yes ☐ No

If yes, please list all boards and committees on which you currently serve:

Chatham County Group Home

Please list your educational background. Include names of schools and degrees held.

MPA: Strayer Univ.; BBA: Strayer Univ. AAS Paralegal Stud.: CCCC; AAS Com. Eng.

Name of employer NC Community College System  
Address of employer 200 West Jones Street, Raleigh NC  
Position Director of Engagement Services

Please list the names of the civic organizations in which you currently hold membership:

Eastern Star Organization, Golden Circle Organization, Youth Gleaner Organization.

Explain how your education, knowledge, and experience will be an asset to the EDC.

My marketing knowledge, real estate background and Chatham County native experiences will bring value-add to the EDC because I can bring all of this experience into helping Chatham County grow.



Describe your vision for economic development in Chatham County.

My vision is for Chatham to maintain its rural character while incorporating slow, steady growth in housing and retail options for all economic walks of life.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

Housing options are of particular interest to me partly because of my real estate background and my prior work with Chatham Habitat for Humanity - it's important that we have affordable single family and rental housing in the county.

Briefly define economic development and tell us why you think it's important for Chatham County.

Economic development is financial and social growth in a community - it is important because Chatham is becoming a viable option for Orange and Wake county overgrowth and for transplant residents. We need to have a strategic plan so we do not grow too fast or in the wrong areas and become an Apex/Cary - whose growth spawned too fast.

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

I would like it to maintain it's ruralness with small pocket neighborhoods that cater to unique businesses and offer more recreation options for Chatham County residents wholistically - not just North Chatham.

Please describe how your background relates to your interest in serving on the board.

I have a real estate, legal and marketing background that would offer knowledge and experience-based opinion/views for moving Chatham County forward.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

I would do it collaboratively and collectively - incorporating volunteer input and opinions before developing a plan on how to attract those businesses.





### Demographic Information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☐ Male ☒ Female

Date of Birth 1973

Ethnic Background

- ☐ White, non-Hispanic   ☐ Hispanic   ☐ Native American  
☒ African-American   ☐ Asian or Pacific Islander   ☐ Other

Please send completed application by March 15, 2017 to:

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
Email: [info@chathamedc.org](mailto:info@chathamedc.org)



## Chatham Economic Development Corporation

### Board Application

Name: Blake L. Andrew, Jr. (Lin)

Mailing Address: 2615 Silk Hope Lindley Mill Rd Pittsboro, NC 27312

Home Address (if different): Click here to enter text.

Home Phone: (919)663-2937

Work Phone: Click here to enter text.

Cell Phone (optional): (336) 269-0207

Email Address: linchpfarm@embarqmail.com

Township of Residence: Albright

Are you currently serving on a board or committee in Chatham County? ☐ Yes x☒ No

If yes, please list all boards and committees on which you currently serve:

Click here to enter text.

Please list your educational background. Include names of schools and degrees held.

Silk Hope Elementary, Jordan Matthews HS, Elon College, Economics Degree

Name of Employer: Self Employed Farmer

Address of Employer: Click here to enter text.

Position: Click here to enter text.

Please list the names of the civic organizations in which you currently hold membership:

Silk Hope Ruritan Club

Explain how your education, knowledge and experience will be an asset to the EDC.

My family goes back many years in the Silk Hope area of the county. We in agriculture are in an ever changing industry that constantly feels pressures from things ranging from immigration debate to land development to secure markets for our products.

Agribusiness is a foundation for a prosperous county and state and I feel I can add a little knowledge about Agribusiness in Chatham County.

Describe your vision for economic development in Chatham County.

I have witnessed a lot of change in Chatham county in my lifetime and will no doubt continue to see changes. Changes will happen, but the issue to me is, how do you respond and adapt to the changes. I want to see Chatham become more prosperous, providing a good economic situation that will allow kids like mine, to want to, and have



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the ability to, return here to live and work. Chatham county is a truly a special place to live and raise a family and again I want the economic situation to be another draw. Good stable, sustainable businesses providing good jobs, should be high on anyone's list for economic success

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

Agriculture is what I know most about but I realize that the future Ag economic development in our area of the state will continue to shift away from family farms to a more diverse combination of agribusiness. With the recent Mountaire investment in the county, Agribusiness continues to have a stable future providing incomes to many that will be spent in large part locally.

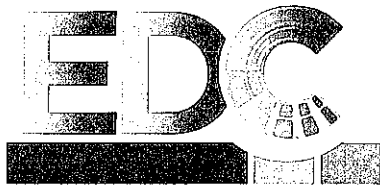
Briefly define economic development and tell us why you think it's important for Chatham County.

Economic development is the way a city, county, state or nation improves the economic wellbeing of its citizens. Economic wellbeing ties directly to social wellbeing as well. A strong economic climate helps produce a good social climate that benefits many throughout the community. With our location, Chatham county is in a very good spot to use a strong economic development plan to capitalize on the continued increase of citizens by recruiting more stable, sustainable, long term businesses and industries. Not only will people want to live here, but they will want to work here as well.

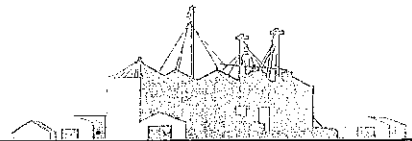
Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

With all the new people projected to be living in the county in future, there is tremendous opportunity for a strong business environment. Looking at it from my point of view as a farmer, I see a lot of new mouths to feed and the local food movement could see large boost. In addition with more people available the labor force should be bolstered to help support good stable sustainable businesses. Foodservice type industries and the like will no doubt benefit but we need to promote more high tech and other types that will provide career opportunities for workers here in the county.

Please describe how your background relates to your interest in serving on the board. I've served on several boards and committees in the past and each time I have attempted to bring a little knowledge about agriculture and Agribusiness in the county to the table. Agribusiness economic impacts are tremendous for local as well as state residents. Agricultural incomes turn over numerous times in local economies which strengthens the economy as a whole.



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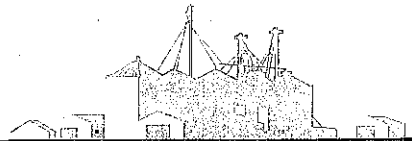


How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

Chatham county is a special place to live and raise a family. I live on a Century Farm dating back to the early 1800's and I have hopes that my children will have the opportunity if they so choose, to come back here to live and work. Recruiting good, stable, sustainable businesses, is of the upmost importance to insure kids like mine have the economic advantages that will allow them to live and work here. Attracting businesses is difficult and competitive and requires a lot of selling of intangibles like cost of living, location and business climate and support. Infrastructure and labor force must also be in place or assured to be on the plan. After identifying potential new business prospects, one must have the ability sell what they really believe in- how Chatham county is the best place for the new business



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### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender:

☒ Male

☐ Female

Date of Birth: 12/14/1967

Ethnic Background:

☒ White, non-Hispanic

☐ African-American

☐ Hispanic

☐ Asian or Pacific Islander

☐ Native American

☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

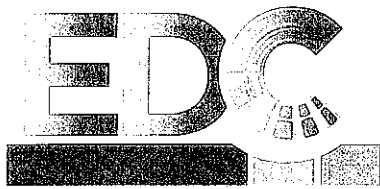
Chatham County Economic Development Corporation

Attn: Kyle Touchstone

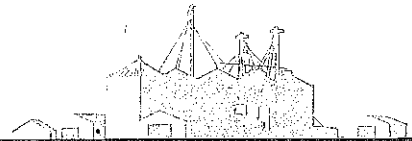
PO Box 1627, Pittsboro, NC 27312

Fax: 919-545-8372

[info@chathamedc.org](mailto:info@chathamedc.org)



ECONOMIC DEVELOPMENT  
CORPORATION



## Chatham Economic Development Corporation

### Board Application

Name: Lee Bowman

Mailing Address: 48 Tobacco Farm Way, Chapel Hill, NC 27516

Home Address (if different):

Home Phone: 919-370-3125

Work Phone: 919-951-0712

Cell Phone (optional): 919-697-1323

Email Address: [lb Bowman@newlandco.com](mailto:lb Bowman@newlandco.com)

Township of Residence: Baldwin

Are you currently serving on a board or committee in Chatham County? X Yes ☐ No

If yes, please list all boards and committees on which you currently serve:

North Chatham SECU Advisory Board; Chatham YMCA Board; Chatham Educational Foundation Ambassador Committee

Please list your educational background. Include names of schools and degrees held.

Terry Sanford High School (Fayetteville, NC) – Class of 1992; UNC-Chapel Hill (BA with Honors) – Class of 1996

Name of Employer: Newland Communities

Address of Employer: 1342 Briar Chapel Parkway, Chapel Hill, NC 27516

Position: Senior Project Manager

Please list the names of the civic organizations in which you currently hold membership:

Green Home Builders of the Triangle; Chatham Chamber of Commerce; Triangle Community Coalition

Explain how your education, knowledge and experience will be an asset to the EDC.

Although I am not a Chatham County native, I am a North Carolina native and have been actively involved in Chatham and counties nearby (i.e., Cumberland, Moore and Orange) for my entire life. I've nurtured a life-long interest in economic development and am well-versed on philosophies of smart growth, the intricacies of attracting business in a competitive marketplace, and the importance of educating and attracting a desirable labor pool.

Describe your vision for economic development in Chatham County.



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With the promise of Chatham Park and the recertification of our mega sites, Chatham County is changing. The best things we can do as leaders is to work hand-in-hand in a united effort to preserve all that makes Chatham County special. At the same time, we must focus on attracting and enticing companies that complement – and see value in – our culture, infrastructure, skilled labor pool, and education and training potential with CCCC.

Doing so certainly has its complications as the County will need to target the growth in areas that have the infrastructure to handle development. This smart growth philosophy will require the County to help guide resources to these areas to supplement the necessary infrastructure as well as services and amenities.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I have always had an interest in industrial location theory. In fact, as an economic geographer during my undergraduate days at UNC, my honors thesis focused on the location of the automobile industry in the Carolinas—specifically the BMW plant in Greer, SC. While that was more than 20 years ago and in a different part of the Carolinas, I remain very interested in the opportunities Chatham's two megasites provide for the automobile industry.

However, I am willing to serve the EDC in any capacity in which its needs can be bettered by my strengths. I feel that I understand the value of business and smart growth that Chatham County needs. By being a resident of the County for the past eight (8) years, I am keenly aware of challenges in balancing of growth while preserving the culture and rural character of Chatham County.

Briefly define economic development and tell us why you think it's important for Chatham County.

I see economic development from a variety of perspectives. One needs to wear many hats to be a good economic developer: a cheerleader, an advocate and a doer. Ultimately, economic development is about the creation of job growth based on the character of the locale one represents. In Chatham County, and especially for the residents of the western part of our county—where chicken plants and mills were once the predominant employers—we need these “blue collar” positions but we also need to focus on the future and look towards technology-based industries, many of which demand a highly-educated workforce and pay higher salaries. A balance of positions is needed to obtain smart growth, attract residents, and further enhance the county's tax base.

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

My family established roots in Chatham County in 2008. I am excited to raise my daughters here - in a county that has great access to arts, education and green spaces. The culture and people of Chatham County are unique and I aspire to





preserve the charm that first attracted me through responsible growth and engaging quality employment opportunities for everyone across the county.

Please describe how your background relates to your interest in serving on the board. Chatham County is among the largest counties in the state and I possess a great deal of knowledge about this region – its residents, businesses and geography. As a developer in a Chatham County master-planned community, I work hard to attract new citizens to the area. My interest in attracting appealing jobs in sustainable industries compliments my professional goals and also my personal interests as a Chatham County resident.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

I'd start by assessing each team members strengths (and weaknesses). Also, initially, I think it would be important to determine the various tasks needed to get done in order to achieve that specific goal related to attracting businesses to the County. Then, based on the duration of the project, I'd check in regularly with each of the team members and hold meetings as a group while the tasks were being undertaken. Concurrently, I'd follow-up with those EDC and County leaders to ensure that the progress being made was in alignment with their overall vision.



### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☒ Male ☐ Female

Date of Birth: 6/4/74

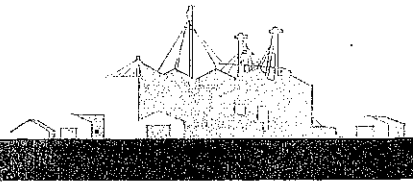
Ethnic Background: ☒ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamedc.org](mailto:info@chathamedc.org)



ECONOMIC DEVELOPMENT  
CORPORATION



## Chatham Economic Development Corporation

### Board Application

Name: Mark Ferri

Mailing Address: 295 Bald Eagle Drive, Pittsboro, NC 27312

Home Address (if different):

Home Phone: 919 545 0964

Work Phone: 919 368 3011

Cell Phone (optional):

Email Address: mferrinc@gmail.com

Township of Residence: Pittsboro

Are you currently serving on a board or committee in Chatham County? ☐ Yes

☒ No

If yes, please list all boards and committees on which you currently serve:

Please list your educational background. Include names of schools and degrees held.  
Master of Arts in Education Theory and Practice, East Carolina University and BA English,  
BA Psychology-

Project Management Profession (PMP)

Service Management Profession (PROACT BOAST)

Certified Scrum Master – Agile project management

RAB Trained ISO 9000 and 14000 auditor

Name of Employer: Self Employed - Viatic Inc

Address of Employer: Same as Mailing

Position: President and CEO

Please list the names of the civic organizations in which you currently hold membership:

CalStart – Member

South Carolina Research Authority – SC Launch Member

Previously:

Chatham County Budget Advisory Committee

NC Project Management Association. Director of Leadership



Explain how your education, knowledge and experience will be an asset to the EDC. I have extensive experience leading organizations from strategic portfolio planning, project and program, development through delivery. In my previous work, I efficiently managed a portfolio ~\$140,000,000 annually and am an excellent steward of funding. Today I lead a cutting-edge hybrid technologies company driving new skills and jobs for a green automotive economy of the future. I explored locating Viatec manufacturing in Chatham County but found the limited ecosystem available here would have added substantial costs for services like fabrication, coatings, welding, hydraulics and others. I learned what limited my ability to do work in Chatham county and understand how we need to holistically implement the county strategy so others don't need to make the same decision.

Describe your vision for economic development in Chatham County.

Chatham county will necessarily see a shift toward service sector jobs over the next 20 years as Chatham Park creates more bedroom residents. The EDC has the opportunity to influence the growth of niche manufacturing or distribution capabilities that are not easy or cost effective to automate.

The county has tremendous farming capacity in a central location allowing Chatham to feed much more of NC than we do today. By creating incentives for expansion of our organic or high demand foods in the county we can protect the rural charm while evolving our economy. Chatham is an Arts center and that segment adds quality of life value to potential new residents and companies. We should encourage local arts and food events.

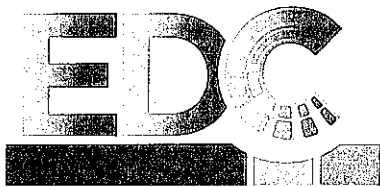
Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I am passionate about the systemic county strategy and sequencing the execution so we deliver incremental value to the county residents annually. I ask a ton of questions to make sure I understand why we might do something, whether that proposal is well thought through, likely to succeed, properly funded and reasonably staffed. I would like to work closely with various projects to ensure the execution is living up to the commissioner's vision.

Briefly define economic development and tell us why you think it's important for Chatham County.

#### Outside chains

Economic development happens as a result of internal decision and investment in concert with external macroeconomic forces. Effective development strategies should result in improved working opportunities, richer quality of life, increased real estate



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value and diversified services. Chatham county businesses should benefit from favorable treatment and support in order to maintain a Chatham county's character.

If done poorly Chatham county businesses will be supplanted by chains and driving through Asheboro is my view of this being done poorly. The town is a conveyor for tourist dollars to move to chains out of county and out of state. The benefit to the community has been substantially negative leaving little of Asheboro's charm and character intact

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

I would like to see more non-chain businesses open in the city center and connect to the other city centers via light transportation / shuttles. People should be able to come to Chatham in 15 years, park at any one of the town centers in Chatham Park or downtown, out by the greenways or near the lake and spend the day without needing to drive. Autonomous electric shuttles on our greenways would differentiate Pittsboro at relatively low cost. We need to attract professionals as well as improve our trade skills. Niche businesses will act as a draw to the county – New Horizon's Trading Company's expansion to biz 64 west along with Phoenix Bakery near the community college and agricultural complex transformed that stretch of Pittsboro. Siler City has similar challenges and is an example of ½ way to becoming Asheboro. Without a coordinated strategy there the town will struggle to attract larger business / manufacturing to support the community's needs in the coming years.

Our aging population suggests the opportunity to focus development on this group with entertainment, dining, healthcare services, and accessible open spaces to enjoy the community

Please describe how your background relates to your interest in serving on the board.

I have had the privilege to work in a variety of roles from teacher, manager, entrepreneur, innovator, financial manager, and leader with the mental flexibility to provide value across a number of disciplines. I am a systemic thinker and appreciate working through long-term plans and driving on the ground realization of those plans.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

Understand the team and the specific goal. Contrast that with the county development plan. Determine what goals are most addressable and what may be missing.

Seek partnerships with counties who have navigated hyper growth in the past and leverage lessons gained to improve the substance or implementation of the vision for Chatham County.



Define a roadmap for delving value across a portfolio of actions and track and communicate the progress.

In the end we need to grow or attract businesses to Chatham which will support the transformation of the county both financially, aesthetically and culturally.

### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☒ Male ☐ Female

Date of Birth: 07/05/1970

Ethnic Background: ☒ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by June 30, 2016 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)



## Chatham Economic Development Corporation

### Board Application

Name Heather Johnson  
 Mailing Address 119 Lannis St Pittsboro  
 Home Address (if different) \_\_\_\_\_  
 Home Phone 919 444 1186 Work Phone 919 444 9500 Cell Phone \_\_\_\_\_  
 Email Address heather @ chatham books. com  
 Township of Residence \_\_\_\_\_

Are you currently serving on a board or committee in Chatham County? ☐ Yes ☒ No

If yes, please list all boards and committees on which you currently serve:

Please list your educational background. Include names of schools and degrees held.

Kearns High School, Utah

Name of employer Chatham Business Services LLC  
 Address of employer 20 Sanford Rd Pittsboro  
 Position Owner, Sole member LLC

Please list the names of the civic organizations in which you currently hold membership:

Pittsboro Business Association, Events Committee  
Chatham Chamber of Commerce

Explain how your education, knowledge, and experience will be an asset to the EDC.

I currently work with my fellow small business owners to grow in cooperation. I feel that I bring a good connection to all in small business.





Describe your vision for economic development in Chatham County.

My vision is that Chatham County will measure its economic development progress on a regular basis and make adjustments accordingly. Include Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I would like to encourage and develop small business outreach.

adiverse pool of businesses and organizations.

Briefly define economic development and tell us why you think it's important for Chatham County.

The process of growing our opportunities for jobs and prospects of new business. It is important to Chatham County, because we have diverse businesses would be here?

I think 2020 is closer than we think.

Hopefully, families are able to live, work and play in Chatham.

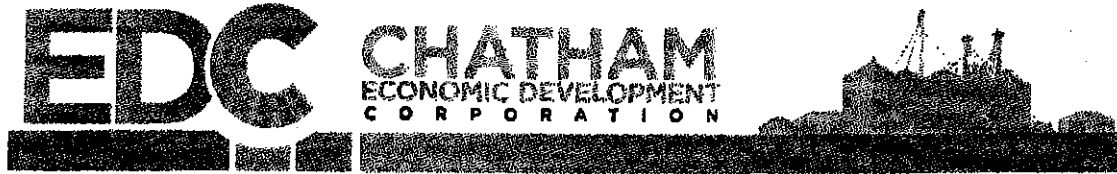
Please describe how your background relates to your interest in serving on the board.

My ability to positively collaborate with Chatham. follow businesses and connect them and organizations. How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

Access market research, provided by Chatham & surrounding area EDCs. Encourage the group to develop a timeline for the process and to

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ info@chathamcdc.org ♦ www.chathamcdc.org

meet with Admin from EDC.

**Demographic Information (OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☐ Male ☒ Female

Date of Birth 9/17/73

Ethnic Background

- ☒ White, non-Hispanic    ☐ Hispanic    ☐ Native American  
☐ African-American    ☐ Asian or Pacific Islander    ☐ Other

Please send completed application by March 15, 2017 to:

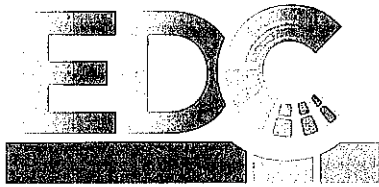
Chatham County Economic Development Corporation

Attn: Kyle Touchstone

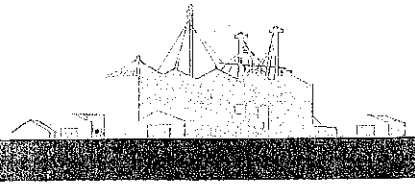
PO Box 1627, Pittsboro, NC 27312

Fax: 919-545-8372

Email: [info@chathamedc.org](mailto:info@chathamedc.org)



ECONOMIC DEVELOPMENT  
CORPORATION



## Chatham Economic Development Corporation

### Board Application

Name: Linda McMasters

Mailing Address: PO Box 271 Siler City, NC 27344

Home Address (if different): 21 Pine Forest Siler City, NC 27344

Home Phone: Click here to enter text.

Work Phone: Click here to enter text.

Cell Phone (optional): 919 799-6903

Email Address: lindamcmasters@earthlink.net

Township of Residence: Siler City

Are you currently serving on a board or committee in Chatham County? ☐ Yes ☐ **NO**

If yes, please list all boards and committees on which you currently serve:

None at this time.

Please list your educational background. Include names of schools and degrees held.

UNC-Greensboro, doctorate in Educational Administration

Name of Employer: Retired NC School Administrator, UNCG

Address of Employer: 1300 Spring Garden Greensboro, NC 27403

Position: instructor

Please list the names of the civic organizations in which you currently hold membership:

Click here to enter text.

Explain how your education, knowledge and experience will be an asset to the EDC.

I am originally from Siler City but have had homes in Raleigh and Greensboro. My husband and I have maintained our home in Siler City for the past 40 years. I am a licensed real estate broker and owner of McMasters Realty. I am opening a new office at 217 East Raleigh St. Siler City in late April 2017.

Describe your vision for economic development in Chatham County.

I see our county as perfectly located to enhance our State agenda and advantage the people of Chatham. Geographically, we are centrally located and benefit from Research Triangle Park and the universities and medical facilities that are within the piedmont. All contiguous counties are growing and moving our way. Our rich diversity can only complement our global attraction.



Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I am interested in programs that provide infrastructure and services such as job creation, affordable housing, crime prevention and K-12 education.

I would be interested in learning more and determining potential for our community.

Briefly define economic development and tell us why you think it's important for Chatham County.

Broad economic development goals promote high employment, sustainable growth and business retention and expansion. Collaborative efforts with media, education institutions and foundations are necessary to advance goals. Chatham County towns could use a boost without the unintended consequence of competition.

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

Improvement in literacy, poverty, and other measures of economic stability is my primary interest. Economic development is closely related to human development. Chatham County will continue to benefit from new economic opportunities if there are programs and policies in place to assist new businesses and start-ups to meet their goals. We need to be seen as a vibrant community to live and work.

Please describe how your background relates to your interest in serving on the board.

I have served 40 years in education, 25 as an administrator in Chatham and Wake counties. I continue to work with the public as a college instructor, church leader and real estate broker. I served on the Board of Health for Chatham County many years ago. I am optimistic and enjoy problem solving.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

Research, consultation and negotiation would be necessary for any group with this charge. There is much that I would need to learn about existing efforts and past successes.





### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender:

☐ Male

☐ Female

Date of Birth: 11-29-47

Ethnic Background:

☐ **White, non-Hispanic**

☐ Hispanic

☐ Native American

☐ African-American

☐ Asian or Pacific Islander

☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

Chatham County Economic Development Corporation

Attn: Kyle Touchstone

PO Box 1627, Pittsboro, NC 27312

Fax: 919-545-8372

[info@chathamedc.org](mailto:info@chathamedc.org)



## **Chatham Economic Development Corporation**

### **Board Application**

**Name:** Jan Nichols

**Mailing Address:** 148 Fairview Road, Moncure, NC 27559

Home Address (if different):

**Home Phone:** 919-793-8224

**Work Phone:** 919-856-2167

**Cell Phone (optional):** 919-793-8224 **Email Address:** nichjan@gmail.com

**Township of Residence:** Haw River

**Are you currently serving on a board or committee in Chatham County?** ☒ Yes ☐ No  
**If yes, please list all boards and committees on which you currently serve:**

Sustainable Prosperity Inc. – Secretary/Treasurer  
Pittsboro Main Street Economic Revitalization Sub-committee  
Chatham County Democratic Party

**Please list your educational background. Include names of schools and degrees held.**

Master Of Public Administration , NC State University, Raleigh, NC  
Master of Fine Arts, University of Texas, Austin Texas  
Bachelor of Science, State University of New York, Binghamton NY  
Certificate of Non-Profit Management, Duke University  
NC Realtor License, VRC Limited

**Name of Employer:** North Carolina Justice Center

**Address of Employer:** 224 S. Dawson, Raleigh, NC 27601

**Position:** Chief Technology Officer

**Please list the names of the civic organizations in which you currently hold membership:**

Leadership Triangle Alumni Network  
NAACP, West Chatham  
Orange Chatham Association of Realtors  
Non-Profit Technology Network



**Explain how your education, knowledge and experience will be an asset to the EDC.**

I have a diverse background and experience developed through education, employment and volunteer interests. Thus I have knowledge and skills in policy, public administration, project management, small farms, and organizational management that will inform my participation on the board. At the same time I have a broad understanding of the stakeholders in Chatham who are affected by economic development policy and programs. My training and volunteer work as a mediator combined with other experience ensures that I can actively listen to constituents. This is critical to building buy-in to projects as well as crafting policies that meet the diverse needs of our county.

**Describe your vision for economic development in Chatham County.**

Chatham is going to grow. The question is how we grow and whether the benefits of growth are shared across the county. I want to be part of bringing new opportunities to our citizens, fostering new ventures while supporting existing businesses. Chatham is uniquely positioned to complement businesses in RTP, Greensboro and Raleigh with the added benefit of new industries in Chatham Park. We have a great quality of life and the opportunity to prosper while avoiding the negative impacts of growth.

**Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.**

I would be pleased to work in any area needed. That said I would be very interested in working on:

- Strengthening our downtowns

- Support for small business

- Promote regional planning and cooperation for infrastructure.

Beyond serving on the appropriate committee, I would be liaise with the related agencies and commissions and research and report to the EDC.

**Briefly define economic development and tell us why you think it's important for Chatham County.**

Economic development improves the economic well-being and quality of life for the community. This is achieved through policy and programs that support job creation and retention, attracts and supports diverse industries and businesses that pay good wages, provides infra-structure and results in a diverse and strong tax base.

**Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?**

This is only three years in the future and thus many things may only be in the initial planning stage.

Farming would continue to be a valued and key part of the local economy





Chatham would be a destination for tourism based on the arts and recreation  
We would have at least one manufacturing site in the process or actually on the  
megasite in Siler City.

We will have mid-sized businesses that are related to RTP entities located in Chatham  
Park

The number of residents commuting out of county for well paying jobs has dropped to  
30%

Residents have benefited by workforce training to fill positions in new industries.

Millenials and younger people are staying in Chatham shifting the demographic to less  
than 40% of residents are over 55.

**Please describe how your background relates to your interest in serving on the board.**

Most recently I have worked with Non-profits focusing on economic opportunity and  
addressing poverty which supported policies that foster a vibrant economy, support  
excellent educational opportunities and training programs. I have an understanding of  
the necessity of strong partnerships among the business, government and community  
organizations to achieve a resilient local economy. This is the best path for economic  
opportunity for all of Chatham's citizens.

**How would you go about leading a team of ten volunteers tasked with attracting  
businesses to Chatham County?**

The team would need to assess current efforts. I would assign members to gather  
information and report back. The process of machining assignments would include  
trying to match members' interest and passion with the task. County or regional  
agency staff can also provide information. Among the things we would look at are:

- First we would need to find out what has and is being done to attract  
businesses. What has been successful? What has not worked.
- We then need to answer the following questions:
- What areas of business exist that are opportunities to augment or  
expand?
- What types of businesses has county leadership and the community  
expressed interest in bringing to Chatham
- What is our infrastructure profile: what do we have, what do we need.
- What is our workforce profile?

I would work with the Department of Commerce and the Economic  
Development Partnership of NC to develop industry specific materials for  
Chatham, and a list of targets. Team members would be assigned prospects to  
develop.



### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☐ Male ☒ Female

Date of Birth: 06/02/1951

Ethnic Background: ☒ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)



## Chatham Economic Development Corporation

### Board Application

Name Michael Peluso  
Mailing Address 25 Nassau Trail, Pittsboro, NC 27312  
Home Address (if different) \_\_\_\_\_  
Home Phone (919) 280-6681 Work Phone (919) 777-7725 Cell Phone (919) 770-0054  
Email Address peluso72@gmail.com, mpeluso@cccc.edu  
Township of Residence Pittsboro

Are you currently serving on a board or committee in Chatham County? ☒ Yes ☐ No

If yes, please list all boards and committees on which you currently serve:

#### Chatham Trades

Please list your educational background. Include names of schools and degrees held.

#### Basic Economic Development – University of North Carolina at Chapel Hill

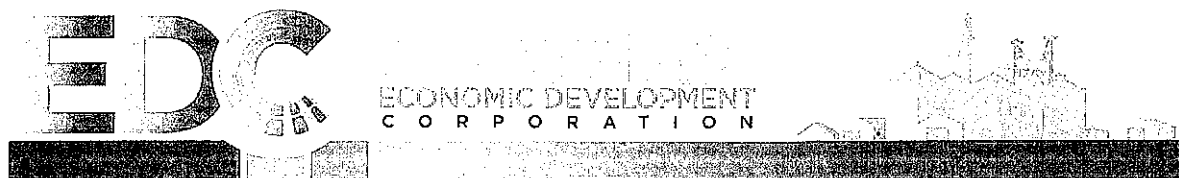
Name of employer Central Carolina Community College / Triangle South WDB  
Address of employer 1105 Kelly Drive Sanford, NC 27330  
Position Business Services Coordinator

Please list the names of the civic organizations in which you currently hold membership:

#### Chatham Trades

Explain how your education, knowledge, and experience will be an asset to the EDC.

I have a strong understanding of economic development and its impact on communities and region. I have worked with ED extensively with my business outreach based position with TSWDB. With 20+ years' experience in the private sector, I understand the needs of business. It is this balance of experience with Public & Private Sector programs which allows me to Understand ED comprehensively.



Describe your vision for economic development in Chatham County.

Economic Development in Chatham County needs to be an engaged and empowered organization that drives broad ideas across all aspects related to economic development. The organization needs to become highly proficient at understanding the unique nature of the county's personality and split

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

The biggest aspect that interests me would be to assist in the process of attracting large prospects to our major industrial parks inclusive of a major manufacturer to the CAM site.

Briefly define economic development and tell us why you think it's important for Chatham County.

Economic Development is the art of juggling many elements of a community to drive waves of activities that lead to long term and sustained growth in wealth and quality of life for as many people as possible. Chatham has tremendous untapped potential for long term prosperity.

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

The best possible solution for Chatham is to accelerate our agrarian business while preparing for the states largest and newest advanced manufacturing cluster. The people would be our own citizens who are up-skilling for the new jobs that are coming online as new industry starts or prepares to ramp up.

Please describe how your background relates to your interest in serving on the board.

As a private sector technology expert with experience with workforce development, I believe I can add insight and guidance to the EDC as it drives forward with projects.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

The first step is to identify the right mix of low friction / high impact business in sectors that are expected to have long term growth. The next step is to lead the team to identify the best practices in attracting those types of business. The final step is to engage stakeholders in acting on those best practices and have the team to drive the process.



### **Demographic Information (OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☒ Male ☐ Female

Date of Birth 01/03/1972

Ethnic Background

- ☒ White, non-Hispanic ☐ Hispanic ☐ Native American  
☐ African-American ☐ Asian or Pacific Islander ☐ Other

Please send completed application by March 15, 2017 to:

Chatham County Economic Development Corporation

Attn: Kyle Touchstone

PO Box 1627, Pittsboro, NC 27312

Fax: 919-545-8372

Email: [info@chathamedc.org](mailto:info@chathamedc.org)



## Chatham Economic Development Corporation

### Board Application

Name: Dr. Jennifer Platt

Mailing Address: 706 Revmont Drive, Pittsboro NC 27312

Home Address (if different): Click here to enter text.

Home Phone: 919-218-8999

Work Phone: 919-218-8999

Cell Phone (optional): 919-218-8999

Email Address: jennifer@tickwarriors.com

Township of Residence: Click here to enter text.

Are you currently serving on a board or committee in Chatham County? ☒ Yes ☐ No

If yes, please list all boards and committees on which you currently serve:

1. The Community Lunch at St. Bartholomew's, Treasurer and Board Member

Please list your educational background. Include names of schools and degrees held.

1. UNC-Chapel Hill, DrPH

2. UNC- Chapel Hill, MSPH

3. Hendrix College, BA

Name of Employer: TickWarriors, LLC and JP&Associates

Address of Employer(s): 706 Revmont Drive, Pittsboro, NC 27312

Position: CEO and Founder (TickWarriors); President (JP&Associates)

Please list the names of the civic organizations in which you currently hold membership:

Click here to enter text

Explain how your education, knowledge and experience will be an asset to the EDC. My education first focused on environmental studies and environmental management in policy for my undergraduate work and master's from UNC-Chapel Hill. My master's was from the School of Public Health, so there has always been a public health perspective to my work. Many years later, I went back to school and got my doctorate in public health. That helped me hone analytical and policy analysis skills. I have spent my life and career devoted to improving both human health and environmental health. Last year I started my own company, TickWarriors, which merges all my past experience in marketing, operations, program development and evaluation, and strategic development. I've worked for governments (including a local utility), non-



profits, and for-profit organizations. All of this experience will provide a person who has acquired multi-perspectives through many walks of life for the EDC.

Describe your vision for economic development in Chatham County.

Economic development is the facilitation of improved overall well-being and health for people. I'd love to see a healthy, thriving economy where we have the ability as consumers to procure almost everything we need from the area and region. Economic development in Chatham is intricately intertwined with environmental protection; and we've found ways to use green businesses to improve the economy.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I am very interested in sustainable businesses, and how they can be used to improve the economy. I also have some minor background in IT and app development. I'm interested from the perspective of determining opportunities that can be developed if the right support existed, helping to demonstrate the need and ability to support such opportunities, establishing potential prospects, and then recruiting prospects.

Briefly define economic development and tell us why you think it's important for Chatham County.

For me, economic development is the facilitation of improved overall well-being and health for people. In late 2014, I led the development of a grant application for the Chatham County Health Department to secure funding from BCBS North Carolina on a Community-Centered Health Home initiative. The initiative focused on root causes of poor health. As we were setting up the Chatham Health Alliance, we met with people from many different sectors about poor health in the county. Time and time again, the conclusion was that we needed to come up with financial opportunities via jobs to improve the fundamental health and well-being of our citizens.

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

With the advent of Chatham Park there is ripe opportunity for entrepreneurial IT ventures. For me, Chatham in 2020 is a magnification of seeds that already exist: a savvy intersection of health aficionados, local foods and farmers initiatives, and pulling in the tech ventures. There are new green industry companies, be they solar or other alternative energy, manufacturers, or services. In addition, there is an abundance of jobs for all skill levels and people are continuing to flock here because of favorable opportunities that offer lasting jobs. 2020 is not that far away – we must get busy!

Please describe how your background relates to your interest in serving on the board.

I have spent my life and career devoted to improving both human health and environmental health. Last year I started my own company, TickWarriors, which merges all my past experience in marketing, operations, program development and evaluation, and strategic development. I have brought together people with many different perspectives to work towards common goals. I've worked for governments



(including a local utility), non-profits, and for-profit organizations. All the skills I've developed enable me to provide a solid contribution to the board.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

First, we would all learn the background on initiatives that are underway to understand the platform we have at the outset. Then we would likely work together to brainstorm steps that the team feels need to happen to attract businesses, compare those to what are already underway, and then work together to move forward to attracting business.





### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☐ Male ☐ Female

Date of Birth: [Click here to enter text.](#)

Ethnic Background: ☐ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)



## Chatham Economic Development Corporation

### Board Application

Name: L. Eddie Staley, PLS, GISP

Mailing Address: 844 Dewitt Smith Rd, Pittsboro NC 27312

Home Address (if different): Click here to enter text.

Home Phone: 919-542-3082

Work Phone: 919-535-5207

Cell Phone (optional): 919-201-3561

Email Address: estaley@withersravenel.com

Township of Residence: Hickory Mtn

Are you currently serving on a board or committee in Chatham County? ☐ Yes ☒ No

If yes, please list all boards and committees on which you currently serve:

Click here to enter text.

Please list your educational background. Include names of schools and degrees held.

1989 Graduate of Jordan Mathews HS. Attend Sandhills Community College for Engineering / Surveying Technology.

Name of Employer: WithersRavenel

Address of Employer: 115 MacKenan Drive Cary, NC 27511 Home Office

55 Grant Street, Suite D Pittsboro, NC 27312 – Local Branch Office

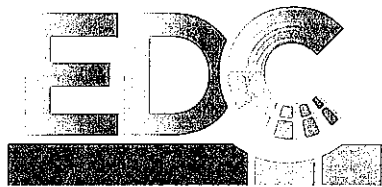
Position: Vice President of Business Development and Marketing / Corporate Leadership Team

Please list the names of the civic organizations in which you currently hold membership:

NC American Public Works Association

Explain how your education, knowledge and experience will be an asset to the EDC.

As a surveyor and GISP I have practiced in the land development and public infrastructure market space for over 25 years. I have assisted small towns with water and sewer funding, including the Town of Goldston with a USDA grant for unsewered communities. I am currently assisting Goldston-Gulf Santuary District with USDA funding to replace a failing water tank. I have served as project manager for engineering services exceeding \$1M that assist large cities and counties develop 20 Year CIP and Utility Master Plans and infrastructure expansion. I understand the importance of infrastructure to encourage economic growth. My experience with local governments and



ECONOMIC DEVELOPMENT  
CORPORATION



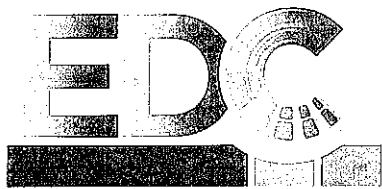
developers have taught me the importance of recognizing the common goals between both parties. In addition, while working at WithersRavenel my team and I developed software that creates, manages, and documents work orders in a mobile environment. This software was branded as Mobile311 and after a few years of success at WithersRavenel, we created a new company named Mobile311 and opened an office in Sanford, NC. I served as Business Development and Corporate Strategy for Mobile311. Mobile311 continued to grow at a rapid pace over the next 3 years. In 2014 we were approached by DudeSolutions of Cary to determine if we were a good fit for an acquisition. After due diligence and some negotiation we determined to sell Mobile311 to DudeSolutions. The entire staff of Mobile311 now works for DudeSolutions and I continue to serve as a consultant for market strategy. Before ownership transition I was a small business owner and I was exposed to the multiple talents required to run a successful small business. This ranged from cash flow management, marketing, product development, client engagement, troubleshooting, and staff management. Then in early 2015, I was exposed to the entire process of ownership transition and the incorporation of our small business into a large 1,000+ person technology company. I was able to further sharpen my ownership transition skills when WithersRavenel transitioned from private ownership into an ESOP in late 2015. I feel my experiences through each of these processes provide me with a unique insight into the daily and long-term challenges of running a small business.

Describe your vision for economic development in Chatham County.

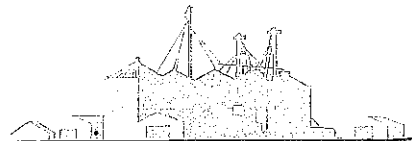
I see Chatham County as the next area for expansive growth in NC, while still honoring the rural charm of Chatham County. My wife, two children and I live on a 440 acre family farm that has been active for over 100 years. I understand the importance of family, heritage, and the desire for rural living. However, I also understand development pressure is coming to Chatham County. The responsible approach is to create an environment that provides for growth that supports Chatham County's core values, common development goals, and the need to provide sustainable employment for its citizens. I am excited to see the poultry industry reinvesting in Siler City. Chatham Park is the type of development that adds value to our County and provides a diverse employment and citizen environment. I believe that growth should add value to all economic sectors of our County. My wife is a Pharmacist at PPD (located in RTP), and I work for WithersRavenel based in Cary (WithersRavenel recently opened an office in Pittsboro). We both commute out of Chatham County to work. My vision for Chatham County would reduce the need for its citizens to drive to other economic centers for work.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I enjoy the technical aspects of economic development. Understanding what investments will encourage growth with the highest ROI. In addition, as Vice President of Business Development at an Engineering Firm, I understand the value of creating relationships and building trust. Identifying development partners that want to invest in Chatham County, not just develop and move to the next hot area. I believe I can add



ECONOMIC DEVELOPMENT  
CORPORATION



value to the EDC in a multifaceted way; through technical expertise, marketing and BD expertise, and through my leadership experiences on other volunteer boards.

Briefly define economic development and tell us why you think it's important for Chatham County.

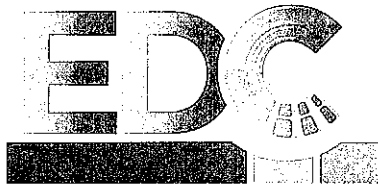
I define economic development as the alignment of a community's strategic goals with an industry that wishes to invest and grow. By having metrics that define the strengths of a community, we can demonstrate alignment. By having a Strategic Vision, we can define the long-term environment that a business will operate in. No community stays the same, it is either growing or shrinking. Without a Vision, it is difficult to encourage investment in a community and it begins to shrink. It is also important to create a "brand" or identity for a community. When competing with other areas for investment, it is important to differentiate and to communicate a clear growth vision. Business investment often moves quickly, and looks at any sign where goals are not in alignment with a community as a reason to disqualify investment. So, having a clear and definitive message is very important for success.

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

I believe Chatham County is already growing in a positive manner. Development like Chatham Park is a positive investment for Chatham County. The reinvestment of the poultry industry in Siler City provides needed jobs for the resident workforce. This also provides an industrial tax base and a large utility customer to help finance Siler City's services. This ultimately should reduce overall service costs to its residential citizens. As my 18 year old daughter begins her higher education at UNC Chapel Hill in the medical field, it is my hope that she has an opportunity in the future to remain in Chatham County and serve the community that was such a positive influence in her life. I hope the same for my 16 year old son, that he can give back to Chatham County by coaching baseball the same way others before him did. I want to see these same opportunities for other families that live here and for other people who wish to live in a community that values family, community, education, recreation, and the ability to financially succeed.

Please describe how your background relates to your interest in serving on the board. I have a background and a record of success in identifying funding opportunities that support growth. My experience with water and sewer infrastructure has taught me that all development must have clean water and sanitary services in place to be successful. I recently assisted the Town of Kernersville with a Sanitary Sewer Investment Plan. In this plan I used GIS to identify undeveloped / underdeveloped areas that were the most cost effective to provide sewer, and together we updated the Land Use Plan to encourage growth in those areas. I enjoy finding solutions that make communities financial stronger, that fully leverage investment, and that foster placemaking.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?



ECONOMIC DEVELOPMENT  
C O R P O R A T I O N



As Past President of NC APWA – Technology Division and current Vice President of the NC APWA State Chapter Board, I have an immense amount of experience and success in leading a volunteer group of professionals with Strategic Planning, Vision Development, SWOT Analysis, and Engagement. I recently traveled to Kansas City, MO for a 3 day intense APWA Leadership Training workshop. I learned that working with a volunteer board is much different than the Corporate Board that I serve on at WithersRavenel. A Volunteer Board requires different approaches and levels of engagement than a "for profit" board. On a volunteer board, everyone brings specific talents and the need for structured engagement is critical. Volunteers excel in an environment where they feel their specific value is being utilized and is valued. It is this type of environment I hope to foster with the Chatham County EDC.



### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

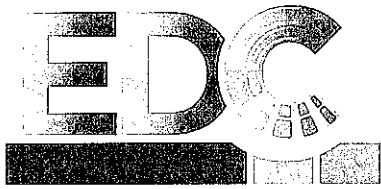
Gender: ☒ Male ☐ Female

Date of Birth: 9/29/1971

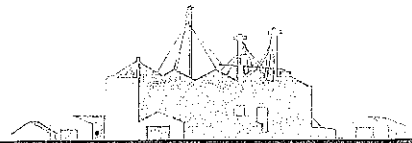
Ethnic Background: ☒ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamcdc.org](mailto:info@chathamcdc.org)



ECONOMIC DEVELOPMENT  
CORPORATION



## **Chatham Economic Development Corporation**

### **Board Application**

**Name:** Jeffrey Starkweather

**Mailing Address:** 590 Old Goldston Road, Pittsboro, NC 27312

Home Address (if different):

**Home Phone:** 919-545-8978

Work Phone:

**Cell Phone** (optional): 919-417-0969

**Email Address:** jeffreystarkweather@earthlink.net

**Township of Residence:** Center

**Are you currently serving on a board or committee in Chatham County?** No

If yes, please list all boards and committees on which you currently serve:

**Please list your educational background. Include names of schools and degrees held.**

BA in political science and economics, University of Redlands, CA. 1969; JD, North Carolina Central University, 1989. See attached resume for additional education.

**Name of Employer:** Retired criminal, civil rights, disability, and employment attorney

Address of Employer:

Position:

**Please list the names of the civic organizations in which you currently hold membership:**

Chapter of the North Carolina Sierra Club, Haw River Assembly and the Friends of the Rocky. Founded and was chair of Pittsboro Matters. See attached resume for past organizational activities.



**Explain how your education, knowledge and experience will be an asset to the EDC.**

I have lived in Chatham County and Pittsboro for 45 years, ran a countywide newspaper here for 11 years and was a lawyer representing citizens and businesses here for about 20 years. I served six years on the Chatham County planning board. I also served on the a number of other county boards. (See attached resume) and have been a public policy advisor to many elected officials for the past 12 years.

Most importantly, I served on the Chatham EDC board for more than six years between 2007 and 2013. During that time I was on providing key research and writing input for virtually every policy and initiative developed and approved by the EDC, including its strategic economic development plan, SWAT analysis, incentives policy, branding strategies, entrepreneurship strategy, arts and economic development strategy, cluster initiatives, conceptual land use plan study and recommendations, the 2009 re-organization plan and Bylaws changes and revisions. I drafted the new board selection process that were made part of the 2009 bylaws, which has remained the same three subsequent revisions except for the total number of at large board positions and the officer selection timing and limits re-election. I drafted the 2010 and 2013 revisions to the bylaws revisions. There is no one currently on the EDC board or among the staff who were with the EDC when it was re-organized and understands the objectives of the current selection process for board members that were incorporated in the current Bylaws or was involved in developing the 2008 strategic economic development plan for Chatham County. Since I was instrumental in the development of both those key foundations for economic development policy, my presence on the board would provide the EDC invaluable knowledge and history.

Moreover, during the time I was on the EDC board and subsequently, I have spent considerable time researching and studying local economic development theories and practices throughout North Carolina and the United States, focusing on best practices that could be utilized here in Chatham. During my tenure on the board I also attended numerous state and national economic development conference and training programs to bring back to Chatham additional best practices for us here. As a result of all this research and my sustainability promotion work with Central Carolina Community College (CCEC), I developed and taught for two years a continue education course for CCEC entitled "*Introduction to Sustainable Communities*," which focused how to make local communities like Chatham County more equitably prosperous through sustainable transportation, water and sewer, waste, transportation, agriculture, land use planning, arts and culture, downtown revitalization, education, environmental and economic development initiatives. I stopped teaching the course when it was converted into a curriculum course in the regular Sustainable Technology (ST) certificate and degree program and taught by the newly created full-time ST Director who was provided my course outline and material for teaching that course.





Obviously, creating this course required considerable research on my part and creating course material on all these topics, since there was not an available sustainable communities textbook. But in addition, as part of my role on the EDC, I regularly read academic economic development journals and economic development related research and public policy analysis on economic development, as well as books on local economic development (e.g. *Local Economic Development in the 21<sup>st</sup> Century* (2010) by Daphne Green and Richard Holt; *Planning Local Economic Development Theory and Practice* (2013) by Nancy Leigh and Edward Blakley; *North Carolina in the Connected Age* (2008) by Michael Walden, *Taking the High Road: communities Organize for Economic Change* (2002) by David Reynolds; Michael Porter's many books and journal articles on "cluster" strategies, and Michael Shuman's books focusing on developing local small business strategies (*Going Local*, *Smart Mart Revolution*, *Local Dollars*, *Local Sense* and *The Local Economy Solution*).

I believe one of the key functions of the EDC, as originally conceived and specifically re-organized in 2007, is to provide the County Commissioners objective, fact-based strategic analysis and feedback on best practices in economic development for use in Chatham County's unique circumstances. That cannot be done unless one or members of the board and staff are doing the readings and research and attending conference to keep up with those strategies. In addition to the staff, this was a principle task I took on while on the EDC, and which I believe is currently missing on the EDC board.

In addition, I not only reported on local business and economic issues as a newspaper editor and was a legal advisor for many small business and represented local employees on employment, civil rights and disability rights issues, but I ran a small newspaper business here that employed up to 30 employees and regularly advised small retail business throughout the county on advertising and other promotions. Our newspaper actually organized and promoted the first street fair in Pittsboro.

### **Describe your vision for economic development in Chatham County.**

I believe Chatham's approach should focus on improving the overall standard of living and quality of life of all residents of the county, regardless of geographic location, gender, race, education or income. While increased economic output or overall income is one objective, how that income is distributed and whether it enhances or decrease overall quality of life is actually more important.

I believe the EDC needs to be a leader in working with local government, business, non-profits and citizens to enhance the quality of life assets that are known in the 21<sup>st</sup> century to attract good paying jobs, entrepreneurs, talent and creativity to our county: environmental protection and enhancement, quality schools, thriving downtown, robust entrepreneurial culture and assistance, small business and small farm financing,



arts, affordable housing, outdoor recreation opportunities, smart and sustainable development, and alternatives to auto-dependent travel, such as transit and bicycling.

Also, Chatham county has many comparative advantages, including our location near RTP and major research universities, and we should be trying to leverage that asset to create or expand RTP clusters, such as biotech, green technology, medical facilities and research, arts and architecture, sustainable agriculture through the type of "cluster" strategy that was an integral part of our 2008 strategic and has since mostly been abandoned.

I believe we need to focus on a high end, triple bottom line (economic, environmental and social value) sustainable strategy that focuses on a bottom up approach utilizing our small business and people assets, rather than a trickle down strategy that focusing primarily on attracting branch operations of international corporations and hopes that the income and profits of these large corporations will trickle down to our residents. One particular bottom up strategy I would like to see us pursue is what is called import substitution – producing and buying goods made locally and substituting them for goods made elsewhere.

**Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.**

Import substitution, promoting small sustainable businesses, including creating a source of start-up capital and incentives for making those business more sustainable and able to pay living wages, downtown revitalization, reviewing incentives policies to promote companies that pay living wages in an environmentally sustainable manner, improving our public education systems, promoting the arts and economic development. I will take on whatever role my fellow board members feel would help advance these and other EDC initiatives.

**Briefly define economic development and tell us why you think it's important for Chatham County.**

In a question above, I described how I envision economic development for Chatham County. We are endanger of becoming strictly a high end commuter and retirement county in the eastern part of our county and an increasing economically deprived county in the western part of the county. Economic development is important to help protect our quality of life here in a balanced manner that protects and enhances our environmental and culture assets while also providing good paying local employment in sustainable industries and business of the 21 century. This county will become too expensive for most people to live unless we provide good paying local employment and affordable housing with transit. Our small downtowns will continue to be abandoned and decay if we do not make a commitment to invest in their \



revitalization. We cannot afford to go back or remain in a low wage economy that ignored the environment. We need to make Chatham a preferred location for a diverse population of creative, educated and skilled residents and small to medium sized sustainable creative and innovative businesses.

**Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?**

See the above-stated answer. I would like to see us moving strongly in the direction I cited in that answer by 2020, which is essentially a short term objective.

**Please describe how your background relates to your interest in serving on the board.**

Former EDC board member, 45 year resident of the county, retired attorney who represented many local businesses, former newspaper editor and publisher in Chatham, former county planning, affordable housing and sustainable energy board member, CCCC instructor in introduction to sustainable communities, policy advisor to many locally elected officials, etc.

**How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?**

I believe this question is too narrow for the requirements of the EDC which includes not only attracting new businesses, but helping expand existing business and helping local entrepreneurs start new businesses here.

I have considerable experience as a team leader in all three areas during previously when I was on the EDC and throughout most of professional and volunteer career here in Chatham. First, you to have to recruit folks who are excited by the goals of the team and represent a diverse set of knowledge, experiences and perspectives. Obviously, if this related to a particular industry or business cluster, you would want to recruit representative business owners and employers from that cluster. Second, I believe it is important that group function democratically and collaborative, I do not believe in top down leadership styles. Everybody's perspective is important and needs to be heard and respected. Third, I believe it would also be important to have definable goals and objectives and a time-line for achieving those. Finally, it is important formal reports on the team's progressive needs to be written up in a clear and concise manner and reported to the EDC board on a periodic basis.



### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☐ Male ☐ Female

Date of Birth: [Click here to enter text.](#)

Ethnic Background: ☐ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamedc.org](mailto:info@chathamedc.org)



## **Chatham Economic Development Corporation**

### **Board Application**

**Name:** Richard Owen Trogdon

**Mailing Address:** 65 Brookridge Court  
Pittsboro, NC 27312

**Home Address (if different):** 65 Brookridge Court  
Pittsboro, NC 27312

**Home Phone:** 919-545-1649

**Work Phone:** 919-545-0156

**Cell Phone (optional):** 919-545-1649      **Email Address:** rtrogdon@localfirstbank.com

**Township of Residence:** Pittsboro, NC- I lived in Pittsboro since 2009, but I was born and raised in Siler City.

**Are you currently serving on a board or committee in Chatham County?** ☐ Yes ☒ No  
If yes, please list all boards and committees on which you currently serve:

**Please list your educational background. Include names of schools and degrees held.**

Wingate University (2000-2004): Bachelor of Science- Finance- Lettered 4 year: Football  
Campbell University (2012-2015): Master of Business Administration

**Name of Employer:** First Bank

**Address of Employer:** 18 Chatham Corner Pittsboro, NC 27312

**Position:** Vice President; Business Development Officers

**Please list the names of the civic organizations in which you currently hold membership:**  
Pittsboro Rotary; Pittsboro Kiwanis



**Explain how your education, knowledge and experience will be an asset to the EDC.**

My educational background through my undergraduate and graduate degrees along with my work experience in the financial industry will be a great asset to the EDC. I learned through my educational background the roll that financial management plays in businesses and government. This educational background was solidified with working in the financial industry. I have been in the banking industry for over 12 years and a commercial banker for over 8 years. I have learned through my work experience the tools to be successful in business through good and bad economic times. My work experience has helped me work with business through growth but also to be weary and prepared for bad economic times. My work experience as a commercial lender has allowed me to make great contacts in multiple sectors of business.

**Describe your vision for economic development in Chatham County.**

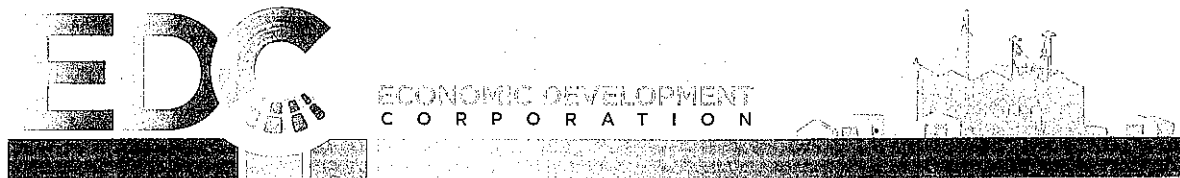
Economic Development that promotes a diverse economy that provides family supporting jobs, employment for youth and a positive environment for business creation.

**Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.**

I would be interest in working with the following sectors:

- Business Development: Through my contacts in the banking industry, I have met and worked with several large residential and commercial developer/contractors. I have the ability to reach out these individuals and companies and promote Chatham County.
- Working with local small businesses: I have first-hand experience working with my father who owned a small heating and air conditioning company in Siler City for over 40 years. Through my work experience, I have worked with several of the local business from different segments in Chatham County.

In working with these businesses for EDC, I would establish a relationship with a business in each sector to help understand their trials and tribulations in their industry. I would also determine the role that the EDC could help these businesses in growth and stabilization in our community.



**Briefly define economic development and tell us why you think it's important for Chatham County.**

Economic development is important for every resident of Chatham County. Economic development helps to provide the following:

- Employment for the citizens of the county
- Increases Living standards
- A tool to help alleviate poverty
- Increases tax revenue for the local government to help better serve the communities in the county

**Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?**

Chatham County will be on the front line of community innovation which has been success in establishing family-sustaining job within an inventive economy. This way the trend of approximately .85 cent of every dollar is spent within Chatham County instead of outside of the county. The school system will be flourishing with the extra tax revenue generated by high growth industries operating within Chatham County. The communities in the county will be supporting the county's historical culture, art initiative, and family orientation. I am hoping to see the county's small town feel with job opportunities to support the longevity of the communities within Chatham County.

**Please describe how your background relates to your interest in serving on the board.**

I have lived in Chatham County all my life. The majority of my family lives and works in Chatham. I went through the Chatham County school system. My daughter, nephews, and cousins are all currently enrolled in Chatham County Schools. I have a very good knowledge of the people of this county through all corridors of this county. Working in the banking industry, I have met a lot of the small to large business owners in this county. I have also worked with several other business owners in other places and have learned what it takes for a business to choose a location to operate their business. I also have learned by working with my father, who owned a small heating and air conditioning business in Siler City for over 40 years, the hard work that it takes to grow a business or keep the door open. I have a deep love for this county, its residents and business. I have a vested interest by my family and work to see Chatham County succeed, grow, and prosper.



**How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?**

The following are steps that I would take:

- Divide the volunteers into groups by each business segments that each community of the County can support
- Label the top 10 business within each sector
- Establish a relationship with at least 3 of the 10 business labeled. Establishing a relationship with these business will help keep the county and group (assigned to the sector) abreast of industry news/trends. They will be able to keep us informed of possible competition or other companies looking to move their location. It will also help entice these particular companies to move to North Carolina.
- Each business sector/industry has annual conferences. Use the contacts within these sectors and set up booths at their shows to help attract and build awareness of Chatham County.





### Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender: ☒ Male ☐ Female

Date of Birth: 11/16/1981

Ethnic Background: ☒ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamedc.org](mailto:info@chathamedc.org)

P.O. Box 1627 ♦ 964 East St., Pittsboro, NC 27312  
919-542-8274 ♦ [info@chathamedc.org](mailto:info@chathamedc.org) ♦ [www.chathamedc.org](http://www.chathamedc.org)



## **Chatham Economic Development Corporation**

### **Board Application**

Name: Vaughn Mamlin Upshaw

Mailing Address: 752 Jay Shambley Rd. Pittsboro, NC 27312

Home Address (if different):

Home Phone: 919-799-0855

Work Phone: 919-966-9982

Cell Phone (optional): 919-799-0855

Email Address: vaughnupshaw@gmail.com

Township of Residence: Hickory Mountain

Are you currently serving on a board or committee in Chatham County?

☐ Yes ☒ No

If yes, please list all boards and committees on which you currently serve:

Please list your educational background. Include names of schools and degrees held.

Ohio Wesleyan University, BA

UNC Chapel Hill, MPH

NC State University, EdD

UNC Chapel Hill, DrPH

Name of Employer:

University of North Carolina-Chapel Hill

Address of Employer:

Gillings School of Global Public Health

Public Health Leadership Program

CB# 7400

Chapel Hill, NC 27599-7400

Position:

Professor of the Practice in Public Health Leadership

Please list the names of the civic organizations in which you currently hold membership:

Present: None

Former: Communities In Schools, Chatham County (past president), FVRC (board member), Chatham Habitat for Humanity (board member)



**Explain how your education, knowledge and experience will be an asset to the EDC.**

I have lived in Chatham county since 1984 and my family has been in NC since the late 1600's. I care, quite personally, about the history, the present and future of this state and this county. I've lived outside of NC, overseas and in other parts of the country and as a result value others perspectives and ideas because they broaden my own thinking and experiences. I understand economic development decisions influence the quality of life for all Chatham County residents directly, and indirectly. I also appreciate the reality that no one governs alone, and that Chatham's economic future is inevitably tied to the future of the region. Having worked with local government leaders for more than a decade, I appreciate the myriad of challenges community leaders face as they attempt to balance economic opportunities against other public values. I will add value to the Chatham EDC as someone who cares long-term about the state; someone who sees economic development, not as an end in itself but within a broader context; and someone who understands the shared governance role the EDC has with the Board of County Commissioners.

**Describe your vision for economic development in Chatham County.**

There are really, two Chatham Counties—half is doing well and another half, not so well. There are two counties in terms of income, growth, broadband access, and educational attainment. My vision for Chatham is one that increases opportunities for those not doing so well, promoting a mix of employment options that assure a reasonable standard of living and meet sustainable development goals. It's also a vision of a future where we nurture and grow local assets as well as recruit new businesses that are compatible with the long-term interests of the county and the region.

**Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.**

I'm interested in economic development generally and open to participating in a variety of activities.

**Briefly define economic development and tell us why you think it's important for Chatham County.**

Economic development is a broad term used to describe a range of activities that support and enhance the ability of a community, region, or state to attract, retain and grow employment for residents and contribute to the tax base for the population. There are multiple perspectives on what is included in economic development—for instance, infrastructure to attract and support business is an economic development investment as is job training to increase the skills of the workforce. The reason economic development is important in Chatham County is because Chatham has evolved from a largely rural, agricultural county with pockets of manufacturing to a bedroom-community that provides housing for people who live and work outside the county. Residential development costs the county more than it contributes to the tax base and if Chatham does not address the growth of businesses, taxes will have to increase to



support the services residents need such as education, public safety, and human services.

**Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?**

Honestly, 2020 is just a few years away, so I don't imagine the county is going to look considerably different than it does now. Chatham Park is changing the eastern end of the county and over the next few decades there will be higher residential density and expanded retail in response to this growth. The goal of Chatham Park is also to increase employment opportunities by integrating high-tech (RTP-like) businesses into the development. All of this is likely to remain concentrated in the north-eastern end of the county. The construction of a mega-site in western Chatham is intended to attract new manufacturing and/or distribution to the area. Like many other efforts of this kind, creating infrastructure for development does not necessarily mean it will come. My primary hope going forward is that Chatham will continue to attract entrepreneurs interested in being a part of a vibrant region, sustainable farmers who are interested in maintaining the rural character of the county, and responsible businesses involved in generating well-paying, high-skilled jobs.

**Please describe how your background relates to your interest in serving on the board.**

My career has been devoted to helping people lead and govern the organizations and communities in which they live and work. I believe I am uniquely equipped to contribute the EDC board because I understand the role of governing and advisory boards in local government and how an EDC contributes to creating a thriving community and high quality of life for residents in Chatham County.

**How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?**

As an applicant to serve on the EDC, I am unclear why I would answer this question. I do not expect to be responsible for volunteer management as a board member. That said, I do have experiences relevant to the EDC's work such as:

1. Agenda development and meeting design
2. Meeting facilitation, rules of procedure, assuring civil and respectful dialog
3. Developing and operationalizing organizational mission, vision and values
4. Developing strategic plans and linking these to resource allocations, performance metrics and accountability systems
5. Board self-assessment and manager evaluation
6. Creating and managing advisory boards and commissions



Demographic information (OPTIONAL)

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

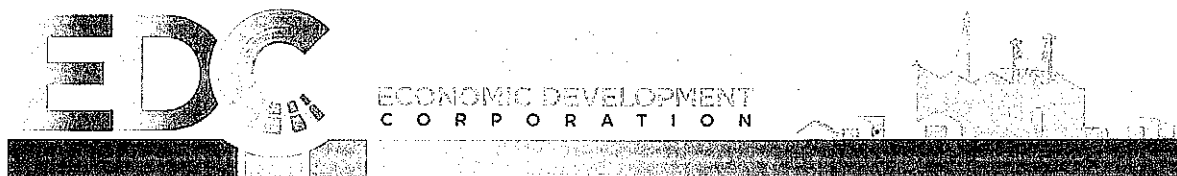
Gender: ☐ Male ☒ Female

Date of Birth:

Ethnic Background: ☒ White, non-Hispanic ☐ African-American  
☐ Hispanic ☐ Asian or Pacific Islander  
☐ Native American ☐ Other \_\_\_\_\_

**Please send completed application by March 15, 2017 to:**

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
[info@chathamedc.org](mailto:info@chathamedc.org)



## Chatham Economic Development Corporation

### Board Application

Name Michael C. Whitman  
Mailing Address 106 Millbrook Dr.  
Home Address (if different) \_\_\_\_\_  
Home Phone 919-260-7709 Work Phone 919-782-0287 Cell Phone 919-260-7709  
Email Address michael@millenniumpg.com  
Township of Residence Pittsboro

Are you currently serving on a board or committee in Chatham County? ☐ Yes ☒ No

If yes, please list all boards and committees on which you currently serve:

Please list your educational background. Include names of schools and degrees held.

MBA - University of Phoenix (Raleigh Campus), B.A. - University of North Carolina (CH)

Name of employer Millennium Planning Group  
Address of employer 4000 Westchase Blvd, Ste 300, Raleigh, NC, 27607  
Position Co-Founder

Please list the names of the civic organizations in which you currently hold membership:

Ambassador for the Chatham County Chamber of Commerce; Co-founder of the Chatham County Young Professionals Group.

Explain how your education, knowledge, and experience will be an asset to the EDC.

My MBA and background as a financial planner, along with my passion for networking + community involvement make me an asset to EDC. I also have significant relevant leadership experience, having previously founded the Carolina Club Business Builders and co-founded the Chatham County Young Professionals. I also currently serve as the NexGen Director and Membership Director for the Financial Planning Association.



Describe your vision for economic development in Chatham County.

I envision a growing metropolis that maintains its small-town feel. This has begun with the development of Chatham Park and I will support that vision. Our county may be spread out but we are a close knit, innovative community and I hope to see more businesses and restaurants move in allowing residents to "live, play, work" together.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

I am interested in collaborative economic development. There is currently a lot of progress being made in the community but much of it is separate. I would like to see the various groups working together. If we leverage our education, experience, and resources, Chatham County can exceed all expectations.

Briefly define economic development and tell us why you think it's important for Chatham County.

Economic development is the process by which a community improves for the well-being of its people. This is extremely important for Chatham County as we see communities all around us expanding. It is our job as community leaders to push our county ahead of the curve and to make Chatham the best!

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

I would like to see all of Chatham County be a "live, play, work" environment. Families would have more time to spend together instead of commuting. This development would also foster local business growth, such as retail shops, a movie theater, restaurants, and even a nightlife. We would be able to stay local for a healthy/social lifestyle.

Please describe how your background relates to your interest in serving on the board.

My background is varied from theater management to financial planning, which informs my passion for my community, work ethic, and makes me an effective board member.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

I would start with talking to the businesses about the future and how their employees will enjoy the diversity of Chatham County. Work, live, play will be a huge factor in attracting businesses, as their employees will not have to leave the county for their work/life balance. I would also use the proximity to the triangle and all the research and activities available. What a wonderful place to live and bring a business.



### **Demographic Information (OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☒ Male ☐ Female

Date of Birth 10/22/1983

Ethnic Background

- ☒ White, non-Hispanic ☐ Hispanic ☐ Native American  
☐ African-American ☐ Asian or Pacific Islander ☐ Other

Please send completed application by March 15, 2017 to:

Chatham County Economic Development Corporation  
Attn: Kyle Touchstone  
PO Box 1627, Pittsboro, NC 27312  
Fax: 919-545-8372  
Email: [info@chathamedc.org](mailto:info@chathamedc.org)





## Chatham Economic Development Corporation

### Board Application

Name Beth Wrenn  
Mailing Address 5240 Rives Chapel Church Rd.  
Home Address (if different) \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone (919)704-0585  
Email Address ecwrenn@ncsu.edu  
Township of Residence Siler City

Are you currently serving on a board or committee in Chatham County? ☐ Yes ☒ No

If yes, please list all boards and committees on which you currently serve:

N/A

Please list your educational background. Include names of schools and degrees held.

NC State Univ.- Bach.'s of Art in Political Science; Louisburg Coll.- Assoc.'s of Science

Name of employer H&R Block  
Address of employer 107 Wal-mart Supercenter Siler City, NC 27344  
Position Tax Associate; part-time

Please list the names of the civic organizations in which you currently hold membership:

N/A

Explain how your education, knowledge, and experience will be an asset to the EDC.

In political science I have studied how geography and sociology influence economics in a region and how it can pertain to growth or development in a given area. Geographically speaking, Chatham County is in a great location amid the RTP and Triad which is also an ideal spot for various lifestyles from farming to small businesses to medical and research-based fields. (cont'd on attached paper)



Describe your vision for economic development in Chatham County.

I see continued business growth- both new and old businesses getting ahead and flourishing in Chatham County like they once did.

Is there a particular aspect of economic development that interests you? Explain how you would like to be involved.

**Small business assistance**

Briefly define economic development and tell us why you think it's important for Chatham County.

Economic development to me means building on our existing businesses and helping new ones initiate success, gaining more people in our area as they are attracted to what our county has to offer them. It's important to offer our residents a variety of facets in Chatham County. (cont'd on attached paper)

Describe how you would like Chatham to look in 2020? What sorts of people and businesses would be here?

I'd love to see the continuation in growth we have seen the last couple years- more small businesses and locally-produced goods. I love that the Pittsboro art scene is coming more to the west end as we see more local vendors in the area. Also looking forward to the mega site and Chatham Park and what they will bring for our county.

Please describe how your background relates to your interest in serving on the board.

I grew up in Chatham County when we had a lot of factories and mills running. I'd love to see that kind of production again, whether it is large factories or small businesses.

How would you go about leading a team of ten volunteers tasked with attracting businesses to Chatham County?

Perhaps reaching out beyond Chatham County to influence other businesses this way. Polling county residents to see what kind of businesses they would support/like to see. Work with town to facilitate smoother guidelines for new businesses. Promote small-business initiatives for networking/gaining production.



### **Demographic Information (OPTIONAL)**

We ask your help in assuring the diversity of membership on our boards and committees. This section is optional, and you may leave it blank.

Gender ☐ Male ☒ Female

Date of Birth 11-05-1988

Ethnic Background

- ☒ White, non-Hispanic   ☐ Hispanic   ☐ Native American  
☐ African-American   ☐ Asian or Pacific Islander   ☐ Other

Please send completed application by March 15, 2017 to:

Chatham County Economic Development Corporation

Attn: Kyle Touchstone

PO Box 1627, Pittsboro, NC 27312

Fax: 919-545-8372

Email: [info@chathamedc.org](mailto:info@chathamedc.org)

Voting Board Members Present at the March 28, 2017 Meeting:

Rachel Burton

Chris Ehrenfeld

Doug Emmons

Bob Enders

Greg Lewis

Linda Harris

Pat Richardson

Dan Sundberg

Drew Weniger

Jeff Wilson

Twig Wood



# Chatham County, NC

## Text File

File Number: 17-2118

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**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Closed Session to discuss matters of Economic Development and Attorney-Client Privilege

Action Requested:

Introduction & Background:

Discussion & Analysis:

Budgetary Impact:

Recommendation:



# Chatham County, NC

## Text File

**File Number: 17-2104**

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Minutes

**Agenda Number:**

Vote on a request to approve the March 20, 2017 Work and Regular Session Minutes.



# Chatham County, NC

## Meeting Minutes

### Board of Commissioners

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Monday, March 20, 2017

6:00 PM

Historic Courthouse Courtroom

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#### Work Session - 3:00 PM - Historic Courthouse Courtroom

**Present:** 4 - Chairman Jim Crawford, Vice Chair Diana Hales, Commissioner Mike Dasher and Commissioner Karen Howard

**Absent:** 1 - Commissioner Walter Petty

#### PUBLIC INPUT SESSION

*Glenn Fox asked why the county does not supply a representative for veteran affairs full time. There are 6,000 veterans in Chatham County. It is bad when you have to wait a month to get help from the volunteer. He believes the county should be more veteran friendly. The representative in Siler City has to share an office with someone else. He would like to see a full time veterans representative with the county and they would work in both Pittsboro and Siler City.*

*Louis Forrasi stated the Camp Lejune people have started receiving compensation. There are a lot of vets who don't own a house and they are not getting that property tax deduction. It was nice of the Register of Deeds to do the Thank a Vet program. He believes a lot of veterans won't participate. He believes there are more than 6,000 veterans in the county. He asked that the county get a veterans office.*

*Carl Bryant stated he is here to support his fellow veterans.*

*Assistant County Manager Dan LaMontagne spoke about ways the County is trying to address this issue. He stated staff is actively looking at options including staffing.*

#### BOARD PRIORITIES

[17-2066](#)

2017 First Quarter Employee of the Quarter Award-Kevin Keas, Maintenance Supervisor, Facilities Management

**Attachments:** [KKeas-Facilities](#)

*This item was moved to the April 17, 2017 Board of Commissioners Meeting.*

[17-2077](#)

Receive presentation on the Triangle J Region Economic Development District.

Vote on a request to adopt a Resolution Supporting Designation of the

Seven County Triangle J Region as an Economic Development District.

**Attachments:**     [Final EDD Presentation](#)  
                                 [Chatham County EDD Resolution](#)

*Lee Worsley, Executive Director of the Triangle J Council of Governments, gave a presentation to the Board. (Presentation attached)*

**A motion was made by Vice Chair Hales, seconded by Commissioner Howard, that Resolution #2017-07 Supporting Designation of the 7 County Triangle J Region as an Economic Development District, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

#### [17-2087](#)

Presentation from the Climate Change Committee on the Emissions Inventory Project, and vote on the approval to contract with intern for additional work.

**Attachments:**     [CCJocaArrangement Final](#)  
                                 [CCReportMemDLedit Final](#)  
                                 [BOC Agenda 032017 - Project 2 GHG Inventory Chatham County Joca Kolosna 12.10.2016](#)

*John Graybeal, Chairman of the Climate Change Advisory Committee, addressed the Board. Mr. Graybeal introduced Karl Kolosna, a UNC graduate student who worked on the Emissions Inventory Project. Mr. Kolosna reviewed the findings of the project.*

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

### **CLOSED SESSION**

#### [17-2014](#)

Closed Session to discuss matters relating to economic development.

**A motion was made by Commissioner Howard, seconded by Commissioner Dasher, to approve going out of the Work Session and convening in Closed Session to discuss matters relating to economic development. The motion carried by the following vote:**

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty



**ADJOURNMENT**

*Meeting went into Recess*

*Meeting Reconvened*

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

**End of Work Session****Regular Session - 6:00 PM - Historic Courthouse Courtroom**

**Present:** 4 - Chairman Jim Crawford, Vice Chair Diana Hales, Commissioner Mike Dasher and Commissioner Karen Howard

**Absent:** 1 - Commissioner Walter Petty

**INVOCATION and PLEDGE OF ALLEGIANCE**

*Commissioner Hales delivered the invocation after which the Chairman invited everyone present to stand and recite the Pledge of Allegiance.*

**CALL TO ORDER**

*Chairman Crawford welcomed those in attendance and called the meeting to order at 6:02PM.*

**APPROVAL OF AGENDA and CONSENT AGENDA**

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

**[17-2091](#)**

Vote on a request to approve the February 20, 2017 Work and Regular Session Minutes.

**Attachments:** [Draft Minutes 02.20.2017 Work and Regular Sessions](#)

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2043](#)

Vote on a request to accept \$199 STD Funds Reduction

**Attachments:** [\\$199 STD Funds Reduction Agreement Addendum](#)

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2075](#)

Vote on a request to accept \$7,975 NACCHO FDA Retail Food Program Standards Mentorship Program Grant Funds.

**Attachments:** [Award Letter](#)

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2080](#)

Vote on a request to approve the Tax Releases and Refunds.

**Attachments:** [February 2017 Release and Refund Report](#)  
[February 2017 NCVTS Pending Refund Report](#)

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2022](#)

Vote on a request to approve Kunal Enterprises, LLC c/o George Farrell, Jr. for a modification of Condition No. 3 of the December 15, 2014 approval to allow an additional twenty-four months to obtain the first building permit for the project site located at 55 Jordan Lake Commons Dr., Apex, New Hope Township.

**Attachments:** [Kunal Application Binder](#)  
[Hyperlink](#)

**A motion was made by Vice Chair Hales, seconded by Commissioner Howard, that Resolution #2017-08 Approving a Conditional Use Permit Revision Request by George Farrell, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2084](#)

Vote on a request to approve Lewis Metty Development Inc., for a revision to sketch design for Cedar Mountain, Phase 3 to revise Condition # 1 of the 2006 sketch design approval for Cedar Mountain, located off Jones Ferry Road, SR-1540 and Cedar Grove/Cedar Mountain Road, Baldwin Township, parcel #'s 1611 and 1721.

**Attachments:** [More Information from Planning Department Website](#)

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2071](#)

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

**Attachments:** [Paces Mill Trail Petition](#)  
[PACES MILL TRAIL](#)

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2082](#)

Vote on a request to adopt a resolution declaring certain county property surplus and authorizing disposal of said property by online public auction.

**Attachments:** [boc resolution format 2017-SWR Surplus Disposal 2 Volvo Trucks](#)

**A motion was made by Vice Chair Hales, seconded by Commissioner Howard, that Resolution #2017-09 Declaring Personal Property Surplus and Authorizing the County Manager to Dispose of Personal Property, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2081](#)

Vote on a Request to Approve a Pyrotechnics Display at 280 Keith Nunn Drive, Snow Camp, NC, 27349, on April 22, 2017.

**Attachments:**     [Attachment A-N.C.G.S. Pyrotechnic Displays.pdf](#)  
[Attachment B- Pyrotechnic Display Request.pdf](#)  
[Attachment C-NC Pyrotechnic Dispaly License.pdf](#)  
[Attachment D-Certificate of Insurance.pdf](#)  
[Attachment E-ATF License.pdf](#)  
[Attachment F-Pyrotechnic Display Site Plan.pdf](#)

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2085](#)

Vote on a request to appoint Aaron Fleischauer to the Climate Change Advisory Committee.

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2093](#)

Vote on a request to approve the purchase of property located at 192 West Street, Pittsboro for an amount of \$300,000 and authorize the county manager to execute the contract.

**Attachments:**     [Purchase & Sale Agreement 3.20.17 BOC meeting](#)

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2095](#)

County Recommendations for Chatham Park's Additional Elements of Master Plan

**Attachments:**     [Chatham Park Additional Element Reccomendations-FINAL March](#)

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

## **End of Consent Agenda**

### **PUBLIC INPUT SESSION**

*Dav Robertson submitted the following comments:*

*I am here on behalf of the Library Advisory Committee. I am a forty year resident of Chatham County, four year member of the Library Advisory Committee and am a retired medical research librarian. I am bringing forth this recommendation on behalf of the committee. The Library Advisory Committee recommends that the Chatham County Commissioners discuss with the Pittsboro Town Commissioners and with Chatham Park representatives how library services can be provided for residents of Chatham Park. Public libraries are considered to be a means of promoting the public welfare, especially the areas of literacy, research, recreational reading and technology for information delivery. The American Library Association calls public libraries community anchors that address economic, education and health disparities in the community. Educational programs, print and digital books, databases, meeting spaces, and instruction on how to use new technology are among the many resources and services provided by libraries. A recent research center poll shows that two thirds of respondents say libraries are important because they promote literacy and reading, play an important role in giving everyone a chance to succeed and they improve the quality of life in a community. In Chatham County we are fortunate to have a wonderful public library system. About half of the people in Chatham County are registered patrons of our library system. Our Chatham Community Library in Pittsboro is especially noteworthy. Our library community would like to ensure that the residents of Chatham Park will also have access to a state of the art library as a community anchor. I would like to thank Karen Howard, our liaison, and I would like to invite everyone to come to the Friends of the Library Book Sale April 6th, 7th, and 8th at the Pittsboro Library.*

*Sharon Garbutt submitted the following comments:*

*I am a resident of Chatham County. I know that later on you are going to consider heavy industrial zoning near the 3M plant. I wanted to put in a special word for maintaining a buffer to the extent possible around the site. I believe there may be a 50 foot buffer requirement. But if you can work with those companies to provide a larger buffer that would be very much appreciated by the Grand Trees of Chatham and by a whole lot of people in Chatham County, especially the people that live close to those sites.*

*Michael Bressan submitted the following comments:*

*I am here to discuss a couple of internet accessibility issues that our local community is struggling with. I recently purchased a home in the Big Woods Hills development located on Big Woods Road directly next to Jordan Lake. Before purchasing the house I was misled by the local service providers. They indicated that it would not be an issue providing internet access to my property. After buying the property and moving in I was told that it was impossible to provide service to that location. After speaking with neighbors in our local community I realized this is a much larger issue facing not only our neighborhood but many other neighborhoods in Chatham County. I wanted to outline what we are facing in Big Woods Hills and ask for some advice*

and support from the county. Big Woods Hills is a community of about ninety to one hundred homes. We are located right near Jordan Lake. There is a contract with a DSL service provider, Centurylink. Centurylink, however, has exhausted their capacity to service Big Wood Hills. They are refusing to upgrade their equipment. What this means is they are no longer able to take on new customers in Big Wood Hills and beyond that anyone that has Centurylink in Big Wood Hills is going to be suffering, at least for the foreseeable future. The other side of that is there are two broadband service providers in the immediate area, both AT&T and Spectrum/Time Warner Cable. They are running fiber optic lines down Big Woods Road to our development and in fact past our development to provide services to the adjacent subdivisions. However, neither has made an investment to come into the homes in Big Wood Hills. Through conversations both with the county and specifically with AT&T I was told the mechanism to try to push this along is to get a petition to let them know the level of interest in the area. In fact AT&T suggested the best mechanism might actually be to have either the town or the county co-present that petition on our behalf. We have put together a petition. It has only been available to members of our community for about three or four days. Despite that seventy homes have already signed it and we are pretty confident we can get many more. What we want to ask is whether it would be possible for the county to co-present this petition on our behalf to the service providers to see if we can recruit providers to provide basic access to many of us who actually don't have any access at the moment, as well as whether the county has any general advice for communities like ourselves who are suffering from this issue even though service providers are actually there but simply refuse to make the investment to provide service to the homes.

Chairman Crawford asked unanimous consent of the Board to co-present the petition to Centurylink. Mr. Bressan stated it would be better to send it to AT&T and Time Warner because Centurylink has refused. They call it a service exhaustion. Chairman Crawford asked Mr. Bressan to make the petition available to staff once they have gotten all the signatures and the Board will give its endorsement.

## **BOARD PRIORITIES**

### **17-2078**

Annual Awards Presentation from the Grand Trees of Chatham.

**Attachments:** [GTOC Awards Presentation 2017](#)

Phillip Cox, member of the Grand Trees of Chatham, gave a presentation to the Board. (Presentation attached) Chairman Crawford presented the awards.

### **17-2088**

Vote on a request to set a public hearing for 6:00 PM on April 17, 2017 on the public option for the Chatham-Siler City Manufacturing megasite.

**A motion was made that this Agenda Item be approved. The motion carried by the following vote:**

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-2094](#)

Vote on a request to set a public hearing for 6:00 PM April 17, 2017 on the public option for the Moncure megasite.

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

[17-1998](#)

Vote on a request from the Chatham County Board of Commissioners for a rezoning for all or a portion of parcels 11005, 79836, 85078, 85079, 11026, 10992, 11014 and 11023 owned by Minnesota Mining & Mfg (3M), containing approximately 1,670 acres and located at 4191 NC 87 S; parcels 9691, 83936 and 9257 owned by Martin Marietta, containing approximately 179 acres and located on St Luke Church Road; and parcels 10156 and 67072 owned by General Shale Inc and Cherokee Sanford Group LLC, containing approximately 382 acres and located on Rosser Road, from R-1, Residential, to IH, Heavy Industrial.

**Attachments:**     [Industrial Properties Rezoning Attachment](#)  
[Rezoning Application - 3M-MM\\_GShale](#)  
[Hyperlink](#)

*Planning Director Jason Sullivan reviewed the specifics of the request.*

*Vice Chair Hales asked why two members of the Planning Board voted against the ordinance. Mr. Sullivan stated one member thought the text amendments for the ordinance should take place prior to the rezonings being approved. He stated the Board will review next month all the changes to the table of uses to convert a number of permitted uses to conditional use permits. The second member didn't give a reason for voting against the request.*

**A motion was made by Vice Chair Hales, seconded by Commissioner Howard, that Resolution #2017-10 Adopting a Consistency Statement for the Approval of General Use Rezoning to IH Heavy Industrial, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

**A motion was made by Vice Chair Hales, seconded by Commissioner Howard, that this Ordinance Amending the Zoning Ordinance of Chatham County, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty

### **MANAGER' S REPORTS**

*Assistant County Manager Dan LaMontagne reminded the Board that the grand opening of the new Chatham County Agriculture and Conference Center is Saturday, March 25, 2017 from 10am-2pm.*

### **COMMISSIONERS' REPORTS**

*Commissioner Howard stated the Board of Education will be coming to the commissioners with requests for property for an elementary school at the April meeting. She stated she attended a Racial Equity Workshop and encourages all commissioners to attend.*

*Chairman Crawford stated he has been appointed as the Triangle J Council of Governments Treasurer. He attended the Clean Technology Summit at the Friday Center. He also attended the Board of Health budget committee meeting. The Board of Health is going to have a smaller request than they did last year. He also attended the Affordable Housing Task Force meeting. Cal Cunningham, who is a Vice President at Waste Zero, has been talking with Chatham Park about trying to encourage consumers to send less material to the landfill and recycle more.*

*Vice Chair Hales stated she is excited about broadband legislation being introduced in the state senate and house. Senator Foushee is a primary sponsor. The legislation would put high speed internet access as one of the public enterprises that can be provided by local governments. She attended a Medicaid meeting in Raleigh. She stated there is a Climate Carnival May 12th and 13th at the plant on Lorax Lane. She thanked the Planning staff on their efforts with the comprehensive plan. The School of Government invited Vice Chair Hales and Commissioner Howard to speak to high school students about the role of local government, environmental issues and green jobs. There was no one from Chatham County Schools and she has asked that they be included in the future. The Hispanic Liaison did a legal workshop last Saturday and it was well attended.*

*Commissioner Dasher stated he had the chance to stop by the Pittsboro meeting on the comprehensive plan and he thought it was a unique way to provide community input. He has slowly introduced himself over the past few months to the advisory boards where he serves as the liaison. He stated there is a resolution that has been introduced in the state house with the target of achieving statewide 100% sustainability by 2050. There is also an effort to pass these resolutions in counties. He would like that on an upcoming agenda.*

### **ADJOURNMENT**

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

**Aye:** 4 - Chairman Crawford, Vice Chair Hales, Commissioner Dasher and Commissioner Howard

**Absent:** 1 - Commissioner Petty





# Chatham County, NC

## Text File

File Number: 17-2130

**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Finance

**File Type:** Agenda Item

Vote on a request to appoint Cim Brailer, Social Work Program Administrator, as a Deputy Finance Officer for the purpose of signing DSS trust account checks and preauditing purchases made by Department of Social Services staff and to appoint Tammy Kirkman, Detention Captain, and Eric Lindley, Detention Lieutenant, as Deputy Finance Officers for the purpose of signing inmate trust account checks

Action Requested: Appoint Cim Brailer, Social Work Program Administrator, as a Deputy Finance Officer for the purpose of signing DSS trust account checks and preauditing purchases made by Department of Social Services staff and to appoint Tammy Kirkman, Detention Captain, and Eric Lindley, Detention Lieutenant, as Deputy Finance Officers for the purpose of signing inmate trust account checks

Introduction & Background: The Department of Social Services manages trust accounts for many adults and children for whom the agency is payee. In this capacity, the department is responsible for managing personal finances for those who have difficulty with this, including paying the client's household expenses and issuing weekly allowances. The department also manages funds for children in custody and for those whom the director has been appointed guardian.

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 inmates account. The finance office has been issuing and signing these checks. The process is very cumbersome and inefficient. By having Captain Kirkman or Lieutenant Lindley have signature authority on this account, the check can be issued immediately and can accompany the inmate when they are transferred to another facility.

Budgetary Impact: None

Recommendation: Appoint Cim Brailer, Social Work Program Administrator, as a Deputy Finance Officer for the purpose of signing DSS trust account checks and preauditing purchases made by Department of Social Services staff and to appoint Tammy Kirkman, Detention Captain, and Eric Lindley, Detention Lieutenant, as Deputy Finance Officers for the purpose of signing inmate trust account checks





# Chatham County, NC

## Text File

File Number: 17-2129

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Finance

**File Type:** Contract

**Agenda Number:**

Vote on a request to approve the 2017 Audit Contract

Action Requested: Approve the 2017 Audit Contract with Martin Starnes & Associates,  
CPAs, PA

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

Budgetary Impact: The total contract amount is \$57,800.

Recommendation: Approve the 2017 Audit Contract with Martin Starnes & Associates,  
CPAs, PA

**CONTRACT TO AUDIT ACCOUNTS**

Of Chatham County, NC  
Primary Governmental Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 9th day of March, 2017,

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address: \_\_\_\_\_

730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Chatham County, NC  
 (Primary Government)

and N/A : hereinafter referred to as the Governmental Unit(s), agree as follows:  
 (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2016, and ending June 30, 2017. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB *Uniform Guidance* for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Discretely Presented Component Units (DPCU) if applicable

*Auditing Standards.* The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2017. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit should be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #25 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2016. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.
25. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

***SIGNATURE PAGES FOLLOW***

Contract to Audit Accounts (cont.) Chatham County, NC  
Primary Governmental Unit N/A  
Discretely Presented Component Units (DPCU) if applicable

Chatham County, NC - FEES  
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] \_\_\_\_\_

Audit \$49,800 \_\_\_\_\_

Preparation of the annual financial Statements \$8,000 \_\_\_\_\_  
Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.  
The 75% cap for interim invoice approval for this audit contract is \$ 43,350  
\*\* NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Martin Starnes & Associates, CPAs, P.A.  
Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager  
Authorized Audit firm representative name: Type or print

  
Signature of authorized audit firm representative

Date March 9, 2017  
amcghinnis@martinstarnes.com  
Email Address of Audit Firm

Governmental Unit Signatures:

Chatham County, NC  
Name of Primary Government

By Jim Crawford, Chairman  
Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board  
Date

By N/A  
Chair of Audit Committee - Type or print name

N/A \*\*  
Signature of Audit Committee Chairperson

Date N/A  
\*\* If Governmental Unit has no audit committee, mark this section "N/A"

Chatham County, NC

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Vicki McConnell, Deputy County Manager/Finance Director  
Primary Governmental Unit Finance Officer:  
Type or print name

Primary Government Finance Officer Signature

Date  
(Pre-audit Certificate must be dated.)

vicki.mcconnell@chathamnc.org  
Email Address of Finance Officer

Date Primary Government Governing Body  
Approved Audit Contract - G.S. 159-34(a )



Contract to Audit Accounts (cont.)

Chatham County, NC

Primary Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

**\*\* This page to only be completed by Discretely Presented Component Units \*\***

N/A

FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] N/A

Audit

N/A

Preparation of the annual financial Statements

N/A

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A

**\*\* NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

N/A

Name of Discretely Presented Component Unit

By N/A

DPCU Board Chairperson: Type or print name and title

N/A

Signature of Chairperson of DPCU governing board

Date N/A

By N/A

Chair of Audit Committee - Type or print name

N/A

\*\*

Signature of Audit Committee Chairperson

Date N/A

**\*\* If Governmental Unit has no audit committee, mark this section "N/A"**

**PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)**

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By N/A

DPCU Finance Officer:

Type or print name

N/A

DPCU Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

N/A

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

N/A

**Steps to Completing the Audit Contract**

1. Complete the Header Information – **NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.**
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slgl/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – **NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.**
6. Item No. 16 – **NEW: It is now expected that an engagement letter will be attached to the contract. Has the engagement letter been attached to the contract submitted to the SLGFD?**
  - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control.”*
  - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
  - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slgl/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.  
Please call or email Darrus Cofield at 919-814-4299 [darrus.cofield@nctreasurer.com](mailto:darrus.cofield@nctreasurer.com) if you have any questions about the fees on this list.
  - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Primary Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)

- If there is to be no interim billing, please indicate N/A instead of leaving the line blank.

8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a).** NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU **must also sign** the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.
9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
  - a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
  - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
  - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.



**Koonce, Wooten & Haywood, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

## SYSTEM REVIEW REPORT

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

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 21, 2015

**Raleigh**

4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619

919 782 9265  
919 783 8937 FAX

**Durham**

3511 Shannon Road  
Suite 100  
Durham, North Carolina 27707

919 354 2584  
919 489 8183 FAX

**Pittsboro**

10 Sanford Road  
Post Office Box 1399  
Pittsboro, North Carolina 27312

919 542 6000  
919 542 5764 FAX



# MARTIN ♦ STARNES

## & ASSOCIATES, CPAs, P.A.

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

March 9, 2017

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

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Chatham County, NC, as of June 30, 2017, and for the year then ended, and the related notes to the financial statements, which collectively comprise Chatham County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2017. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

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

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

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

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

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

- Introductory information
- Statistical section

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

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

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

### **Data Collection Form**

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

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

## **Audit of the Financial Statements**

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

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

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

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

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

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

## **Audit of Major Program Compliance**

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

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

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

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

## **Management's Responsibilities**

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

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal and State awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal and State award programs and implementing systems



- designed to achieve compliance with applicable laws, regulations, grants and contracts applicable to activities and its federal and State award programs;
8. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objective of the audit, including whether related recommendations have been implemented;
  9. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
  10. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
  11. For submitting the reporting package and data collection form to the appropriate parties;
  12. For making the auditor aware of any significant vendor/contractor relationships where the vendor/contractor is responsible for program compliance;
  13. To provide us with:
    - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and State award programs, such as records, documentation, and other matters;
    - b. Additional information that we may request from management for the purpose of the audit; and
    - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  14. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
  15. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
  16. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

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

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

We will provide copies of our reports to Chatham County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

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

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

## **Fees**

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

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

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

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

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

### *Changing Laws and Regulations*

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

### *Incorrect Accounting Methods or Errors in Client Records*

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

### *Failure to Prepare for the Engagement*

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

### *Starting and Stopping Our Work*

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

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

If the Office of the State Auditor requests that we perform additional audit procedures related to eligibility of certain program(s) and that program would not have to be tested based on our risk assessment, we will include supplemental fees for these procedures in an addendum to this engagement letter.

### **Other Matters**

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

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

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature. With respect to any nonattest services we perform, Chatham County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

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

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

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

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

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

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

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

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

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

Respectfully,

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

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

RESPONSE:

This letter correctly sets forth the understanding of Chatham County.

Acknowledged and agreed on behalf of Chatham County by:

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

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

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



# Chatham County, NC

## Text File

File Number: 17-2107

---

**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Health Department

**File Type:** Agenda Item

Vote on a request to approve \$12,491 Funds from the Food Protection and Facilities branch.

Action Requested: Vote on a request to approve \$12,491 Funds, from the Food Protection and Facilities Branch.

Introduction & Background: The Local Health Department Food and Lodging funds are distributed based on the attached Food and Lodging Distribution Calculations spreadsheet. The Local Health Department shall use this funding for food, lodging, and institution sanitation programs and activities

Discussion & Analysis: Assuring consistency and quality of Food and Lodging permitting and inspection activities is essential to effective program implementation. Inconsistency or failure to apply permitting and inspection rules creates liability for the county and the Local Health Department and may lead to a loss of confidence from the public and operators. To provide for consistency and quality within the Food and Lodging Program, and as part of this Agreement Addendum, the Local Health Department shall maintain an internal Quality Assurance Plan.

Budgetary Impact: No Local Funding Requested.

Recommendation: Vote on a request to approve \$12,491 Funds from the Food Protection and Facilities branch.

# Division of Public Health

## Agreement Addendum

### FY 16-17

Page 1 of 3

Chatham County Public Health Department  
**Local Health Department Legal Name**

874 Food and Lodging  
**Activity Number and Description**

04/01/2017 – 05/31/2017  
**Service Period**

05/01/2017 – 06/30/2017  
**Payment Period**

Environmental Health Section /  
Food Protection and Facilities Branch  
**DPH Section/Branch Name**

Larry Michael (919) 707-5855  
larry.michael@dhhs.nc.gov  
**DPH Program Contact**

(name, telephone number with area code, and email)

**DPH Program Signature** **Date**  
(only required for a negotiable agreement addendum)

- ☒ **Original Agreement Addendum**  
☐ **Agreement Addendum Revision #** \_\_\_\_ (Please do not put the Budgetary Estimate revision # here.)

**I. Background:**

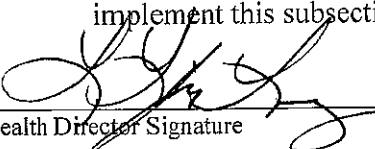
In order to fund a portion of local expenditures created by state-mandated Food, Lodging, and Institution (Food and Lodging) sanitation programs and activities, the legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health Section. This program centralizes public health data, invoices regulated facilities, and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local environmental health programs in the form of aid to counties.

**II. Purpose:**

The Agreement Addendum allows for the Local Health Department's environmental health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities. The disbursement and fund purpose are described in G.S. 130A-248(d) and 15A NCAC 18A .2901.

**§ 130A-248. Regulation of food and lodging establishments.**

**G.S. 130A-248(d)** The Department shall charge each establishment subject to this section, except nutrition programs for the elderly administered by the Division of Aging and Adult Services of the Department of Health and Human Services, establishments that prepare and sell meat food products or poultry products, temporary food establishments, limited food services establishments, and public school cafeterias, a fee of one hundred twenty dollars (\$120.00) for each permit issued. This fee shall be reassessed annually for permits that do not expire. The Commission shall adopt rules to implement this subsection. Fees collected under this subsection shall be used for State and local

  
Health Director Signature

(use blue ink)

3-22-17  
Date

Local Health Department to complete:  
(If follow-up information is needed by DPH)

LHD program contact name: \_\_\_\_\_  
Phone number with area code: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Signature on this page signifies you have read and accepted all pages of this document.**

Revised July 2015

Food and Lodging sanitation programs and activities. No more than fifty dollars (\$50.00) of each fee collected under this subsection may be used to support State health programs and activities.

## **SECTION .2900 - RESTAURANT AND LODGING FEE COLLECTION AND INVENTORY PROGRAM**

### **15A NCAC 18A .2901 DISBURSEMENT OF FUNDS**

Fees collected pursuant to G.S. 130A-248(d), minus state expenses budgeted for the collection and inventory program, shall be distributed to local health departments for the support of local public health programs and activities as follows:

- (1) Seven hundred and fifty dollars (\$750.00) to each county;
- (2) the remaining balance of funds shall be distributed in accordance with the following formula:
  - (a) [the remaining balance of funds after distribution in Paragraph (1) of this Rule] multiplied by (the number of facilities in the county divided by the number of facilities in the state) multiplied by (the county's percentage of compliance with mandatory inspection requirements for food and lodging establishments in G.S. 130A-249 and 15A NCAC 25 .0213 for the previous fiscal year, not to exceed 100 percent) equals the allocation to the county; and
  - (b) distribution of remaining funds to counties with 100 percent compliance with mandatory inspection requirements for food and lodging establishments in G.S. 130A-249 and 15A NCAC 25 .0213 during the previous fiscal year shall be made in accordance with the following:

[total amount of remaining funds after distribution in Paragraph (2)(a)] multiplied by (the number of facilities in the county divided by the number of facilities in all counties with 100 percent compliance with mandatory inspection requirements for food and lodging establishments in G.S. 130A-249 and 15A NCAC 25 .0213 during the previous fiscal year) equals the additional allocation to the county.

History Note: Authority G.S. 130A-9; 130A-248; 130A-249;  
Eff. May 1, 1991.

### **III. Scope of Work and Deliverables:**

The Local Health Department Food and Lodging funds are distributed based on the attached Food and Lodging Distribution Calculations spreadsheet. The Local Health Department shall use this funding for food, lodging, and institution sanitation programs and activities.

Assuring consistency and quality of Food and Lodging permitting and inspection activities is essential to effective program implementation. Inconsistency or failure to apply permitting and inspection rules creates liability for the county and the Local Health Department and may lead to a loss of confidence from the public and operators. To provide for consistency and quality within the Food and Lodging Program, and as part of this Agreement Addendum, the Local Health Department shall maintain an internal Quality Assurance Plan.

A summary of the previous year's approved Quality Assurance Plan activities must be submitted to the Environmental Health Regional Specialist for review by **May 1, 2017**.

### **IV. Performance Measures/Reporting Requirements:**

The Local Health Department shall ensure funds are used for Food and Lodging sanitation programs and activities in accordance with G.S. 130A-248(d).



**V. Performance Monitoring and Quality Assurance:**

The Division of Public Health will review annual required inspection data submitted electronically to the BETS data system to assure required food, lodging, and institution inspections are completed at the frequency required. Failure to complete required inspections or if deficiencies persist, will cause the Local Health Department to lose funding.

During program monitoring activities, Environmental Health Regional Specialists may review documentation to verify that the approved Quality Assurance Plan is being implemented.

If the Local Health Department Food and Lodging program is not in compliance with an approved Quality Assurance Plan, a corrective action plan must be submitted no later than **May 15, 2017**, to the Environmental Health Regional Specialist indicating how deficiencies will be addressed

**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The Local Health Department is required to submit a signed and completed Food and Lodging Local Health Department Request for Payment form (DPH EH 2948) to request funds. Reimbursement will not be made until this Agreement Addendum and the DPH EH 2948 form is fully executed. Requests for Payment forms will be processed during the period May 1, 2017 through June 9, 2017. Requests received after **June 9, 2017**, will not be processed.

Co. ID	County	Percentage for FY2015-16	1st (1)	2nd (2a)	3rd (2b)	Total
001	Alamance	100%	\$ 750	\$ 30,266	\$ 11,733	\$ 42,749
002	Alexander	100%	\$ 750	\$ 4,127	\$ 1,600	\$ 6,477
D2	Alleghany	60%	\$ 750	\$ 1,915		\$ 2,665
004	Anson	35%	\$ 750	\$ 1,348		\$ 2,098
D2	Ashe	36%	\$ 750	\$ 2,318		\$ 3,068
D6	Avery	82%	\$ 750	\$ 5,325		\$ 6,075
007	Beaufort	100%	\$ 750	\$ 10,896	\$ 4,224	\$ 15,870
D1	Bertie	100%	\$ 750	\$ 3,632	\$ 1,408	\$ 5,790
009	Bladen	100%	\$ 750	\$ 7,319	\$ 2,837	\$ 10,906
010	Brunswick	100%	\$ 750	\$ 27,900	\$ 10,816	\$ 39,466
011	Buncombe	100%	\$ 750	\$ 77,922	\$ 30,207	\$ 108,879
012	Burke	73%	\$ 750	\$ 10,728		\$ 11,476
013	Cabarrus	100%	\$ 750	\$ 36,870	\$ 14,293	\$ 51,913
014	Caldwell	82%	\$ 750	\$ 9,882		\$ 10,632
D1	Camden	91%	\$ 750	\$ 1,452		\$ 2,202
D1	Carteret	91%	\$ 750	\$ 19,881		\$ 20,631
017	Caswell	100%	\$ 750	\$ 2,531	\$ 981	\$ 4,263
018	Catawba	100%	\$ 750	\$ 36,540	\$ 14,165	\$ 51,455
019	Chatham	84%	\$ 750	\$ 11,741		\$ 12,491
020	Cherokee	100%	\$ 750	\$ 7,319	\$ 2,837	\$ 10,906
D1	Chowan	100%	\$ 750	\$ 4,017	\$ 1,557	\$ 6,324
022	Clay	100%	\$ 750	\$ 2,091	\$ 811	\$ 3,652
023	Cleveland	100%	\$ 750	\$ 18,655	\$ 7,232	\$ 26,637
024	Columbus	100%	\$ 750	\$ 12,492	\$ 4,843	\$ 18,084
025	Craven	100%	\$ 750	\$ 20,031	\$ 7,765	\$ 28,546
026	Cumberland	91%	\$ 750	\$ 58,590		\$ 59,340
D1	Currituck	98%	\$ 750	\$ 8,359		\$ 9,109
028	Dare	100%	\$ 750	\$ 23,498	\$ 9,109	\$ 33,357
029	Davidson	99%	\$ 750	\$ 25,060		\$ 25,810
030	Davie	100%	\$ 750	\$ 7,758	\$ 3,008	\$ 11,517
031	Duplin	98%	\$ 750	\$ 12,889		\$ 13,639
032	Durham	75%	\$ 750	\$ 55,264		\$ 56,014
033	Edgecombe	56%	\$ 750	\$ 4,777		\$ 5,527
034	Forsyth	39%	\$ 750	\$ 27,278		\$ 28,028
035	Franklin	40%	\$ 750	\$ 3,280		\$ 4,030
036	Gaston	100%	\$ 750	\$ 38,301	\$ 14,848	\$ 53,898
D1	Gates	100%	\$ 750	\$ 1,266	\$ 491	\$ 2,506
038	Graham	84%	\$ 750	\$ 2,311		\$ 3,061
D3	Granville	92%	\$ 750	\$ 8,353		\$ 9,103
040	Greene	100%	\$ 750	\$ 3,577	\$ 1,387	\$ 5,714
041	Guilford	82%	\$ 750	\$ 87,316		\$ 88,066
042	Halifax	100%	\$ 750	\$ 11,336	\$ 4,395	\$ 16,481
043	Hamett	94%	\$ 750	\$ 15,725		\$ 16,475
044	Haywood	51%	\$ 750	\$ 8,223		\$ 8,973
045	Henderson	100%	\$ 750	\$ 25,038	\$ 9,706	\$ 35,495
046	Hertford	100%	\$ 750	\$ 6,383	\$ 2,475	\$ 9,608
047	Hoke	81%	\$ 750	\$ 4,591		\$ 5,341
048	Hyde	100%	\$ 750	\$ 4,072	\$ 1,579	\$ 6,401
049	Iredell	86%	\$ 750	\$ 30,478		\$ 31,228
050	Jackson	99%	\$ 750	\$ 13,293		\$ 14,043
Subtotals:			\$37,500	\$854,212	\$164,305	\$1,056,019

	1st (1)	2nd (2a)	3rd (2b)	Total
TOTALS:	\$ 275,000	\$ 1,775,276	\$ 299,341	\$ 2,149,617

D1-Albemarle Regional Health Services-	\$43,849	Bertie, Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans
D2-Appalachian District Health Department-	\$11,205	Alleghany, Ashe, Watauga
D3-Granville-Vance District Health Department-	\$18,992	Granville-Vance
D4-Martin-Tyrrell-Washington District Health Department-	\$16,759	Martin-Tyrrell-Washington
D5-Rutherford-Polk-McDowell District Health Department-	\$23,593	Rutherford-Polk-McDowell
D6-Toe River District Health Department-	\$8,805	Avery, Mitchell, Yancey

Co. ID	County	Percentage for FY2015-16	1st (1)	2nd (2a)	3rd (2b)	Total
051	Johnston	100%	\$ 750	\$ 30,321	\$ 11,754	\$ 42,826
052	Jones	100%	\$ 750	\$ 1,816	\$ 704	\$ 3,270
053	Lee	100%	\$ 750	\$ 12,327	\$ 4,779	\$ 17,855
054	Lenoir	50%	\$ 750	\$ 6,383		\$ 7,133
055	Lincoln	100%	\$ 750	\$ 12,437	\$ 4,821	\$ 18,008
056	Macon	100%	\$ 750	\$ 11,831	\$ 4,587	\$ 17,168
057	Madison	43%	\$ 750	\$ 2,106		\$ 2,856
D4	Martin	100%	\$ 750	\$ 5,448	\$ 2,112	\$ 8,310
D5	McDowell	87%	\$ 750	\$ 7,947		\$ 8,897
060	Mecklenburg	93%	\$ 750	\$ 213,225		\$ 213,975
D6	Mitchell	18%	\$ 750	\$ 614		\$ 1,364
062	Montgomery	55%	\$ 750	\$ 2,936		\$ 3,686
063	Moore	99%	\$ 750	\$ 22,836		\$ 23,686
064	Nash	92%	\$ 750	\$ 19,289		\$ 20,039
065	New Hanover	100%	\$ 750	\$ 59,642	\$ 23,082	\$ 83,374
066	Northampton	93%	\$ 750	\$ 3,224		\$ 3,974
067	Onslow	100%	\$ 750	\$ 31,972	\$ 12,394	\$ 45,117
068	Orange	100%	\$ 750	\$ 24,653	\$ 9,557	\$ 34,960
069	Pamlico	100%	\$ 750	\$ 3,137	\$ 1,216	\$ 5,103
D1	Pasquotank	100%	\$ 750	\$ 9,355	\$ 3,627	\$ 13,732
071	Pender	100%	\$ 750	\$ 10,666	\$ 4,086	\$ 15,412
D1	Perquimans	100%	\$ 750	\$ 2,476	\$ 960	\$ 4,186
073	Person	95%	\$ 750	\$ 6,064		\$ 6,814
074	Pitt	100%	\$ 750	\$ 33,238	\$ 12,885	\$ 46,873
D5	Polk	68%	\$ 750	\$ 3,667		\$ 4,417
076	Randolph	86%	\$ 750	\$ 20,397		\$ 21,147
077	Richmond	100%	\$ 750	\$ 7,649	\$ 2,965	\$ 11,364
078	Robeson	100%	\$ 750	\$ 26,579	\$ 10,304	\$ 37,633
079	Rockingham	83%	\$ 750	\$ 13,611		\$ 14,361
080	Rowan	63%	\$ 750	\$ 15,150		\$ 15,900
D5	Rutherford	71%	\$ 750	\$ 9,729		\$ 10,479
082	Sampson	91%	\$ 750	\$ 10,666		\$ 11,416
083	Scotland	72%	\$ 750	\$ 4,913		\$ 5,663
084	Stanly	100%	\$ 750	\$ 12,107	\$ 4,693	\$ 17,550
085	Stokes	98%	\$ 750	\$ 7,065		\$ 7,815
086	Surry	79%	\$ 750	\$ 13,998		\$ 14,748
087	Swain	39%	\$ 750	\$ 2,275		\$ 3,025
088	Transylvania	84%	\$ 750	\$ 7,951		\$ 8,701
D4	Tyrrell	100%	\$ 750	\$ 1,541	\$ 597	\$ 2,888
090	Union	100%	\$ 750	\$ 32,523	\$ 12,608	\$ 45,880
D3	Vance	96%	\$ 750	\$ 9,139		\$ 9,889
092	Wake	62%	\$ 750	\$ 123,096		\$ 123,846
093	Warren	100%	\$ 750	\$ 3,742	\$ 1,451	\$ 5,943
D4	Washington	100%	\$ 750	\$ 3,467	\$ 1,344	\$ 5,561
D2	Watauga	30%	\$ 750	\$ 4,722		\$ 5,472
096	Wayne	86%	\$ 750	\$ 22,006		\$ 22,756
097	Wilkes	100%	\$ 750	\$ 11,611	\$ 4,501	\$ 16,862
098	Wilson	63%	\$ 750	\$ 12,342		\$ 13,092
099	Yadkin	84%	\$ 750	\$ 6,656		\$ 7,406
D6	Yancey	20%	\$ 750	\$ 616		\$ 1,366
Subtotals:			\$37,500	\$921,084	\$135,036	\$1,093,598

**FOOD & LODGING LOCAL HEALTH DEPARTMENT REQUEST FOR PAYMENT**

SFY 17

16001C1917

**Division of Public Health**

NCAS Number

04/01/2017    05/31/2017  
 Effective Date    Termination Date

Activity 874

LHD: Chatham County Public Health Department Activity: Food & Lodging DistributionLHD's Project Director: Anne Lowry, Env. Health Director

Distribution – indicate with a check mark all that apply <input checked="" type="checkbox"/> 15A NCAS 18A.2901(1) (\$750 Baseline distribution) <input checked="" type="checkbox"/> 15A NCAS 18A.2901(2)(a) (Distribution based on inspection percentage) <input checked="" type="checkbox"/> 15A NCAS 18A.2901(2)(b) (Distribution based on 100% inspection rate) AMOUNT REQUESTED	\$12,491
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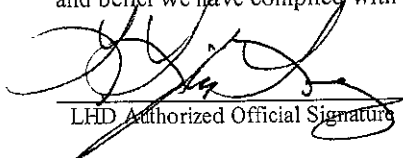
**Note #1:** LHD shall report Local Food and Lodging expenditures in the appropriate category (e.g., 101, 102, or 103) in the ZZZZ line item in the Aid-to-Counties Database.

**Note #2:** LHD shall report Local Food and Lodging Temporary Food Establishment (TFE) fees collected in category 107 – Local Temporary Food Establishment (TFE – State) in the ZZZZ line item in the Aid-to-Counties Database.

**Note #3:** LHD shall report Local Food and Lodging Limited Food Services Establishment (LFSE) fees collected in category 107 – Limited Food Services Establishment (LFSE – State) in the ZZZZ line item in the Aid-to-Counties Database.

<b>THIS SECTION FOR DPH USE ONLY:</b>	
Company 2B01	
Account	Center
536560874	1153-4752-SZ19

As chief executive officer of the recipient organization, I hereby certify that this request for payment is an accurate reflection of funds to be disbursed in accordance with 15A NCAC 18A.2901 "Disbursement of Funds". I further certify that to the best of my knowledge and belief we have complied with all laws, regulations and contractual provisions that are conditions of payment under this agreement.

  
 LHD Authorized Official Signature

3-22-17  
 Date

LHD Finance Officer Signature

Date

DPH Environmental Health Section Signature

Date

DPH Contracts Officer Signature

Date



# Chatham County, NC

## Text File

File Number: 17-2098

**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Health Department

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to approve \$197.66 Blue Cross Blue Shield Professional Development Funds

Action Requested: Vote on a request to approve \$197.66 Blue Cross Blue Shield Professional Development Funds.

Introduction & Background: Blue Cross Blue Shield Foundation through their Community Centered Health program made professional development funds available to recipients of the Community Centered Health Home Project to deepen understand of Community Centered Health and build partnerships. The Health Department was originally given \$2,633.92 to send representatives to the 2017 Communities Joined in Action Conference. The Health Department was then given an additional \$197.66 for a total of \$2,831.58.

Discussion & Analysis: Three Chatham Health Alliance representatives (Health Department, Chatham Hospital, and Piedmont Health Services) were able to attend the 2017 Communities Joined in Action conference. This conference brings together stakeholders from across the country to share emerging lessons and innovations to improve our health care delivery system and to take actions that improve health in our communities. The 2017 conference is most appropriate for members of community based organizations and coalitions, healthcare providers, hospitals and health systems, community health centers, free clinics, donated care networks, public health professionals and anyone interested in improving the health of underserved communities.

Budgetary Impact: No Local Funding Requested.

Recommendation: Vote on a request to approve \$197.66 Blue Cross Blue Shield Professional Development Funds.



# Chatham County, NC

## Text File

File Number: 17-2099

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Health Department

**File Type:** Agenda Item

Vote on a request to approve \$530.45 Stericycle, Inc., overcharge settlement refund.

Action Requested: Vote on a request to approve \$530.45 Stericycle, Inc. overcharge settlement refund.

Introduction & Background: The State of North Carolina Department of Justice, Consumer Protection Division, reached a settlement with Stericycle, Inc., for systematically and improperly, increased prices for its medical waste disposal services, resulting in the overcharging of educational institutions, governmental agencies, and other public entities throughout the country until mid-2014.

Discussion & Analysis: Evidence produced during this multistate litigation indicated that Chatham County Health Department was among those impacted by the overcharges. Detailed billing records examined in connection with the litigation revealed that the amount overcharged for account number **8008917** under billing name Chatham County Health Department is \$530.45.

Budgetary Impact: No Local Funding Requested.

Recommendation: Vote on a request to approve \$530.45 Stericycle, Inc., overcharge settlement refund.



STATE OF NORTH CAROLINA  
DEPARTMENT OF JUSTICE  
P.O. BOX 629 - 114 W. EDENTON ST. (919) 716-6420  
RALEIGH, NORTH CAROLINA 27602

60-1058  
1-581

NO

5709673

Payable at Par Through Federal Reserve System  
State Treasurer, Raleigh, NC

Valid After One Year

PAYEE ENTITY  
09PN

Date  
02/07/17

AMOUNT  
\$\*\*\*\*\*530.45

PAY: Five hundred and thirty and 45/100 dollars

TO THE ORDER OF

CHATHAM COUNTY HEALTH DEPT  
PO BOX 130  
PITTSBORO NC 27312

*Matthew Ferguson*  
AUTHORIZED SIGNATURE

⑈005709673⑈ ⑆053110594⑆ 3⑈000⑈013⑈

09PN

STATE OF NORTH CAROLINA  
DEPARTMENT OF JUSTICE  
P.O. BOX 629 - 114 W. EDENTON ST - RALEIGH, NC

NO.

5709673

DATE	INVOICE/CREDIT MEMO	TYPE	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS OR DISCOUNT	NET AMOUNT
01/23/17	STERICYCLE1		010317-0005	\$530.45		\$530.45
TOTALS				\$530.45	\$0.00	\$530.45



## State of North Carolina

ROY COOPER  
ATTORNEY GENERAL

Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

CONSUMER PROTECTION  
Toll Free in NC  
(877) 566-7226  
Outside of NC  
(919) 716-6000  
Fax: (919) 716-6050

October 19, 2016

VIA U.S. MAIL

Chatham County Health Department  
PO Box 130  
Pittsboro, NC 27312

Re: *Opportunity for Refund—North Carolina Settlement with Stericycle, Inc.*

Dear Sir or Madam:

Our office has reached a settlement with Stericycle, Inc., and this settlement provides your entity or agency with an opportunity for a refund. The related lawsuit alleged that Stericycle systematically – and improperly – increased prices for its medical waste disposal services, resulting in the overcharging of educational institutions, governmental agencies, and other public entities throughout the country until mid-2014.

Evidence produced during this multistate litigation indicated that Chatham County Health Department was among those impacted by the overcharges. Detailed billing records examined in connection with the litigation revealed that the amount overcharged for account number **8008917** under billing name Chatham County Health Department is \$530.45.

Enclosed you will find a claim form requesting information that will enable the North Carolina Department of Justice to issue a check in the above amount to your entity. Please fill out and return the form, along with a W-9 form, to the address listed at the bottom of the claim form by November 18, 2016.

If you have questions or require further information, please leave a message at (919) 716-0461. We will return your call within two business days.

Thank you for your attention to this matter.

Sincerely,

*B. Carrington Skinner IV*

B. Carrington Skinner IV  
Assistant Attorney General  
Consumer Protection Division



# Chatham County, NC

## Text File

File Number: 17-2100

**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Health Department

**File Type:** Agenda Item

Vote on a request to approve \$4,419.94 Stericycle, Inc., overcharge settlement refund.

Action Requested: Vote on a request to approve \$4,419.94 Stericycle, Inc., overcharge settlement refund.

Introduction & Background: The State of North Carolina Department of Justice, Consumer Protection Division, reached a settlement with Stericycle, Inc., for systematically and improperly, increased prices for its medical waste disposal services, resulting in the overcharging of educational institutions, governmental agencies, and other public entities throughout the country until mid-2014.

Discussion & Analysis: Evidence produced during this multistate litigation indicated that Chatham County Health Department was among those impacted by the overcharges. Detailed billing records examined in connection with the litigation revealed that the amount overcharged for account number **8007207** under billing name Chatham County Health Department is \$4,419.94.

Budgetary Impact: No Local Funding Requested

Recommendation: Vote on a request to approve \$4,419.94 Stericycle, Inc., overcharge settlement refund.





STATE OF NORTH CAROLINA  
DEPARTMENT OF JUSTICE  
P.O. BOX 629 - 114 W. EDENTON ST. (919) 716-6420  
RALEIGH, NORTH CAROLINA 27602

68-1069  
531

NO.

5709674

Payable at Par Through Federal Reserve System  
State Treasurer, Raleigh, NC

Valid After One Year

PAY ENTITY

09PN

Date

02/07/17

AMOUNT

\$\*\*\*\*\*4,419.94

PAY Four thousand four hundred and nineteen and 94/100 dollars

TO THE ORDER OF

CHATHAM COUNTY HEALTH DEPT  
PO BOX 130  
PITTSBORO NC 27312

*Matthew Foyland*  
AUTHORIZED SIGNATURE

⑈005709674⑈ ⑆053110594⑆ 3⑈000⑈013⑈

09PN

STATE OF NORTH CAROLINA  
DEPARTMENT OF JUSTICE  
P.O. BOX 629 - 114 W. EDENTON ST. RALEIGH, NC

NO.

5709674

DATE	INVOICE/CREDIT MEMO	TYPE	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS OR DISCOUNT	NET AMOUNT
01/23/17	STERICYCLE2		010317-0005	\$4,419.94		\$4,419.94
			<b>TOTALS</b>	<b>\$4,419.94</b>	<b>\$0.00</b>	<b>\$4,419.94</b>



## State of North Carolina

ROY COOPER  
ATTORNEY GENERAL

Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

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(919) 716-6000  
Fax: (919) 716-6050

October 19, 2016

### VIA U.S. MAIL

Chatham County Health Department  
PO Box 130  
Pittsboro, NC 27312

**Re: Opportunity for Refund - North Carolina Settlement with Stericycle, Inc.**

Dear Sir or Madam:

Our office has reached a settlement with Stericycle, Inc., and this settlement provides your entity or agency with an opportunity for a refund. The related lawsuit alleged that Stericycle systematically - and improperly - increased prices for its medical waste disposal services, resulting in the overcharging of educational institutions, governmental agencies, and other public entities throughout the country until mid-2014.

Evidence produced during this multistate litigation indicated that Chatham County Health Department was among those impacted by the overcharges. Detailed billing records examined in connection with the litigation revealed that the amount overcharged for account number 8007207 under billing name Chatham County Health Department is \$4419.94.

Enclosed you will find a claim form requesting information that will enable the North Carolina Department of Justice to issue a check in the above amount to your entity. Please fill out and return the form, along with a W-9 form, to the address listed at the bottom of the claim form by November 18, 2016.

If you have questions or require further information, please leave a message at (919) 716-0461. We will return your call within two business days.

Thank you for your attention to this matter.

Sincerely,

*B. Carrington Skinner IV*

B. Carrington Skinner IV  
Assistant Attorney General  
Consumer Protection Division



# Chatham County, NC

## Text File

File Number: 17-2101

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Health Department

**File Type:** Agenda Item

Vote on a request to approve \$21.00 Federal Award Supplement TB Control

Action Requested: Vote on a request to approve \$21.00 Federal Award Supplement TB Control.

Introduction & Background: The Chatham County Public Health Department participates in the federally funded Agreement Addenda (AA). The Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

Discussion & Analysis: Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award. Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year.

Budgetary Impact: No Local Funding Requested.

Recommendation: Vote on a request to approve \$21.00 Federal Award Supplement TB Control.

**FY17 Activity:** 551 TB Control**Supplement 3**Supplement reason: ☐ In AA+BE or AA+BE Rev -OR- ☒ Federal grant data was unavailable at the time of AA mailing. No change in Activity total.

CFDA #: 93.116 Federal awd date: 11/28/16 Is award R&amp;D? no FAIN: NU52PS004698 Total amount of fed awd: \$ 411,845

CFDA Project Grants and Cooperative Agreements for name: Tuberculosis Control Grants				Fed award project description: North Carolina's TB Elimination and Laboratory Project			
				Fed awarding agency: DHHS, Centers for Disease Control and Prevention	Federal award indirect cost rate: n/a		
						%	%
Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity	Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity
Alamance	965194483	21	50	Jackson	019728518	21	50
Albemarle	130537822	21	50	Johnston	097599104	12,768	29,578
Alexander	030495105	21	50	Jones	095116935	21	50
Anson	847163029	21	50	Lee	067439703	21	50
Appalachian	780131541	21	50	Lenoir	042789748	15,511	35,933
Beaufort	091567776	21	50	Lincoln	086869336	21	50
Bladen	084171628	21	50	Macon	070626825	21	50
Brunswick	091571349	21	50	Madison	831052873	21	50
Buncombe	879203560	21	50	MTW	087204173	21	50
Burke	883321205	21	50	Mecklenburg	074498353	21,102	48,883
Cabarrus	143408289	21	50	Montgomery	025384603	15,511	15,933
Caldwell	948113402	21	50	Moore	050988146	21	50
Carteret	058735804	21	50	Nash	050425677	12,768	29,578
Caswell	077846053	21	50	New Hanover	040029563	15,511	35,933
Catawba	083677138	21	50	Northampton	097594477	21	50
Chatham	131356607	21	50	Onslow	172663270	12,768	29,578
Cherokee	130705072	21	50	Orange	139209659	21	50
Clay	145058231	21	50	Pamlico	097600456	21	50
Cleveland	879924850	21	50	Pender	100955413	12,768	29,578
Columbus	040040016	21	50	Person	091563718	21	50
Craven	091564294	21	50	Pitt	080889694	15,511	35,933
Cumberland	123914376	12,768	29,578	Randolph	027873132	21	50
Dare	082358631	21	50	Richmond	070621339	12,768	29,578
Davidson	077839744	21	50	Robeson	082367871	12,768	44,878
Davie	076526651	21	50	Rockingham	077847143	21	50
Duplin	095124798	12,768	29,578	Rowan	074494014	21	50
Durham	088564075	15,484	35,870	RPM	782359004	21	50
Edgecombe	093125375	12,768	29,578	Sampson	825573975	15,511	35,933
Forsyth	105316439	15,539	35,996	Scotland	091564146	21	50
Franklin	084168632	21	50	Stanly	131060829	21	50
Gaston	071062186	21	50	Stokes	085442705	21	50
Graham	020952383	21	50	Surry	077821858	21	50
Granville-Vance	063347626	21	50	Swain	146437553	21	50
Greene	091564591	21	50	Toe River	113345201	21	50
Guilford	071563613	15,511	35,933	Transylvania	030494215	21	50
Halifax	014305957	12,768	29,578	Union	079051637	21	50
Harnett	091565986	21	50	Wake	019625961	21,101	48,881
Haywood	070620232	21	50	Warren	030239953	21	50
Henderson	085021470	21	50	Wayne	040036170	12,768	29,578
Hertford	627320971	21	50	Wilkes	067439950	21	50
Hoke	091563643	21	50	Wilson	075585695	12,768	29,578
Hyde	832526243	21	50	Yadkin	089910624	21	50
Iredell	074504507	21	50				

**Denise Estridge**

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**Subject:** FW: Supplement #3 for AA #551, TB Control, for FY17  
**Attachments:** 551 S3 FY17.pdf

**Subject:** Supplement #3 for AA #551, TB Control, for FY17

Dear Local Health Director,

You are receiving this email and the attached Federal Award Reporting Supplement because your organization participates in the federally funded Agreement Addenda (AA) Activity named in the subject line of this email and one or more of the federal award elements requiring disclosure have changed. Please file the attached Supplement with your records for this Activity.

For more information regarding the Federal Award Reporting Supplements, please refer to Section VI of your AA entitled, "Funding Guidelines or Restrictions."

Please note that the Supplements disclose the federal funding award elements for all Health Departments who participate in the AA Activity. If the specific disclosure being provided at this time does not apply to the federal funds awarded to your Health Department, the column titled "Fed Funds for this Supplement" will be blank in your Health Department's row.

If you have any questions regarding the attached Supplement, please contact the DPH Program Contact named on page one of the Agreement Addenda for this Activity.

Thank you.

**Rebecca Miller**  
Business Officer, Contracts Office  
Division Of Public Health, ALCS  
North Carolina Department of Health and Human Services

919 707 5138 office  
919 870 4833 fax  
[Rebecca.Miller@dhhs.nc.gov](mailto:Rebecca.Miller@dhhs.nc.gov)



# Chatham County, NC

## Text File

File Number: 17-2123

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Tax Office Assessor

**File Type:** Agenda Item

Vote on a request to approve the Tax Releases and Refunds.

Action Requested: Vote to approve Tax Releases and Refunds.

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

Discussion & Analysis: In accordance with G.S. 150-381, taxpayers may demand a release or refund on their tax bills if there is an error.

Recommendation: Vote to approve Tax Releases and Refunds.

DATE	4/03/17	BOARD REVIEW OF CORRECTED RECEIPTS REPORT										PAGE	1
TIME	10:58:46	CHATHAM CO TAX DEPARTMENT										PROG#	CL2182
USER	AMY	DEPOSIT DATES 3/01/2017 THROUGH 3/31/2017											
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		
=====													
2009	HIRST ENRIQUE ANTONIO	3/29/2017	1442952	107		14.61				RELEASED TO VANC	OCNTY		
	** YEAR TOTALS **					14.61							
2010	HIRST ENRIQUE ANTONIO	3/29/2017	1567487	107		13.62				RELEASED TO VANC	OCNTY		
2010	THOMPSEN ROBERT S	3/15/2017	1583937	107		63.03				REMOVED WLIFE LI	PPSLD		
	** YEAR TOTALS **					76.65							
2011	THOMPSEN ROBERT S	3/15/2017	1775889	107		56.75				REMOVED WLIFE LI	PPSLD		
	** YEAR TOTALS **					56.75							
2012	THOMPSEN ROBERT S	3/15/2017	1900298	107		52.71				REMOVED WLIFE LI	PPSLD		
	** YEAR TOTALS **					52.71							
2013	CHARLES KIVETT TRUCKING LLC	3/29/2017	2044683	202		15.63				TITLE CANCELED T	MVDOS		
2013	THOMPSEN ROBERT S	3/15/2017	2036638	107		47.44				REMOVED WLIFE LS	PPSLD		
	** YEAR TOTALS **					63.07							
2014	CHARLES KIVETT TRUCKING LLC	3/29/2017	2125978	202		15.88				TITLE CANCELED T	MVDOS		
2014	GOLDSTON AREA RESCUE SQUAD INC	3/22/2017	2160461	200	2624.50					EXEMPT	EXEMP		
2014	HAMRICK JEFFREY ALLEN	3/02/2017	2118877	105		9.43				SOLD PER WLIFE	PPSLD		
2014	HAMRICK JEFFREY ALLEN	3/02/2017	2118878	105		6.20				SOLD PER WLIFE	PPSLD		
2014	LINEBERRY DONNA OWENS	3/17/2017	2129569	110		10.68				SOLD/OCNTY	PPSLD		
2014	LINEBERRY DONNA OWENS	3/17/2017	2129570	110		19.49				SOLD/OCNTY	PPSLD		
2014	LINEBERRY DONNA OWENS	3/17/2017	2129571	110		12.99				SOLD/OCNTY	PPSLD		
2014	LONG CYNTHIA ELAINE	3/01/2017	2137396	107		15.54				SALVAGED/TAG TUR	RGVEH		
2014	THOMPSEN ROBERT S	3/15/2017	2118422	107		42.71				REMOVED FROM WLI	PPSLD		
2014	WILSON WILLIAM J JR	3/09/2017	2154227	106		2.44				ADDRESS VERIFICA	MVDOS		
	** YEAR TOTALS **				2624.50	135.36							
2015	BOULDIN JOHNSIE K	3/27/2017	2216659	113		2.44				BUSINESS CLOSED	PPSLD		
2015	CHARLES KIVETT TRUCKING LLC	3/29/2017	2188107	202		14.30				TITLE CANCELED T	MVDOS		
2015	GOLDSTON AREA RESCUE SQUAD INC	3/22/2017	2215074	200	2624.50					EXEMPT	EXEMP		
2015	HAMRICK JEFFREY ALLEN	3/02/2017	2181364	105		8.62				SOLD PER WLIFE	PPSLD		
2015	HAMRICK JEFFREY ALLEN	3/02/2017	2181365	105		5.67				SOLD PER WLIFE	PPSLD		
2015	LINEBERRY DONNA OWENS	3/17/2017	2191536	110		10.56				SOLD/OCNTY	PPSLD		
2015	LINEBERRY DONNA OWENS	3/17/2017	2191537	110		19.29				SOLD/OCNTY	PPSLD		
2015	LINEBERRY DONNA OWENS	3/17/2017	2191538	110		12.86				SOLD/OCNTY	PPSLD		
2015	LONG CYNTHIA ELAINE	3/01/2017	2199026	107		14.27				SALVAGED/TITLE T	RGVEH		
2015	MEYER GARRET D	3/15/2017	2174573	108		36.25				TRANSFER IN 2014	PPSLD		
2015	REZNOR-DOUGLASS DEBRA A	3/13/2017	2178823	107		22.24				MOVED TO LEE CO	OCNTY		
2015	REZNOR-DOUGLASS DEBRA A	3/13/2017	2178824	107		2.40				MOVED TO LEE CO	OCNTY		
2015	THOMPSEN ROBERT S	3/15/2017	2180925	107		39.24				REMOVED PER WLIF	PPSLD		
2015	WHITE TIMOTHY SCOTT	3/30/2017	2214188	106					125.00	REMOVE FEE PER W	SWFEE		
	** YEAR TOTALS **				2624.50	188.14			125.00				

** YEAR TOTALS **	3764.25	187.50	436.73	255.00
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2017 AYRSHIRE FARM LLC	3/16/2017	2289026	109	429.22	BILLED IN ERROR	LUERR
2017 BURCHETTE JAMES M	3/10/2017	2289028	109	9590.33	ERROR DEP DS	LUERR

** YEAR TOTALS **	33032.61
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\*\*\* NORMAL END OF JOB \*\*\*





North Carolina Veh

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
ALLEN, DANNY THOMAS	ALLEN, DANNY THOMAS	ALLEN, ANNE MICHELE	9300 S FORK BETHEL RD		SNOW CAMP, NC 27349	Proration	0009861602	WNH8973	AUTHORIZED	63981808	Refund Generated due to proration on Bill #0009861602-2016 2016-0000-00
ALSTON, JEFFREY LAMONT	ALSTON, JEFFREY LAMONT	ALSTON, CHERYL DENISE	1700 WIND SOUND WAY DR		SILER CITY, NC 27344	Proration	0018811411	YZY1950	AUTHORIZED	95128887	Refund Generated due to proration on Bill #0018811411-2015 2015-0000-00
ARNOLD, LINDA SWEARINGEN	ARNOLD, LINDA SWEARINGEN	ARNOLD, MATTHEW CLARKE	55230 BROUGHTON		CHAPEL HILL, NC 27517	Proration	0029001357	HUB62	AUTHORIZED	64684402	Refund Generated due to proration on Bill #0029001357-2016 2016-0000-00
BALINT, DONNA ANN	BALINT, DONNA ANN		55 BLUFF TRL		PITTSBORO, NC 27312	Proration	0014485368	STP8773	AUTHORIZED	64471164	Refund Generated due to proration on Bill #0014485368-2015 2015-0000-00
BARGER, TERRY HOWARD	BARGER, TERRY HOWARD		312 TREBORMAN CT		CARY, NC 27519	Proration	0031598190	0120PA	AUTHORIZED	97026486	Refund Generated due to proration on Bill #0031598190-2015 2015-0000-00



North Carolina Veh

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	03/10/2017	3/10/2017 3:02:25 PM
ie	Vehicle Totalled	03/01/2017	3/1/2017 11:34:26 AM
ie	Vehicle Sold	03/23/2017	3/30/2017 10:49:47 AM
ie	Vehicle Sold	03/20/2017	3/20/2017 4:12:34 PM
ie	Vehicle Sold	03/23/2017	3/30/2017 10:49:47 AM



North Carolina Veh

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$23.53)	\$0.00	(\$23.53)
09	Tax	(\$2.55)	\$0.00	(\$2.55)
			Refund	\$26.08
00	Tax	(\$28.76)	\$0.00	(\$28.76)
22	Tax	(\$22.20)	\$0.00	(\$22.20)
22	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$50.96
00	Tax	(\$117.63)	\$0.00	(\$117.63)
07	Tax	(\$19.12)	\$0.00	(\$19.12)
			Refund	\$136.75
00	Tax	(\$7.65)	\$0.00	(\$7.65)
06	Tax	(\$1.51)	\$0.00	(\$1.51)
			Refund	\$9.16
00	Tax	(\$82.69)	\$0.00	(\$82.69)
23	Tax	(\$49.20)	\$0.00	(\$49.20)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$131.89



North Carolina Veh

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
BRYANT-COMSTOCK, AVONLEA SIOBHAN	BRYANT-COMSTOCK, AVONLEA SIOBHAN		PO BOX 6315		AVON, CO 81620	Proration	0035481239	DLZ4407	AUTHORIZED	64168026	Refund Generated due to proration on Bill #0035481239-2016 2016-0000-00
BURNS, DIANE DOWD	BURNS, DIANE DOWD		981 MT VERNON SPRINGS RD		SILER CITY, NC 27344	Proration	0033442709	ECD6364	AUTHORIZED	64167784	Refund Generated due to proration on Bill #0033442709-2016 2016-0000-00
CLARK, MICHAEL REID	CLARK, MICHAEL REID		436 CHARLIE COOPER RD		SILER CITY, NC 27344	Proration	0001303363	WW4673	AUTHORIZED	64745350	Refund Generated due to proration on Bill #0001303363-2015 2015-0000-00
COFFEY, CLAIRE MAC CHARLES	COFFEY, CLAIRE MAC CHARLES	COFFEY, ZACHARY PAUL	119 LANDOVER CIR		CHAPEL HILL, NC 27516	Proration	0035239002	PEP2005	AUTHORIZED	63419352	Refund Generated due to proration on Bill #0035239002-2016 2016-0000-00
COPELAND, BILLY JOE	COPELAND, BILLY JOE		1760 DEWITT SMITH RD		PITTSBORO, NC 27312	Proration	0018810006	YNV2705	AUTHORIZED	64958712	Refund Generated due to proration on Bill #0018810006-2015 2015-0000-00



North Carolina Ver

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

	Refund Reason	Create Date	Authorization Date
ie	Reg . Out of state	03/14/2017	3/14/2017 2:46:46 PM
ie	Vehicle Sold	03/14/2017	3/14/2017 11:31:55 AM
ie	Vehicle Sold	03/24/2017	3/24/2017 2:24:18 PM
ie	Vehicle Sold	03/01/2017	3/30/2017 10:49:47 AM
ie	Vehicle Sold	03/28/2017	3/28/2017 2:07:57 PM



North Carolina Ver

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$24.77)	(\$1.24)	(\$26.01)
07	Tax	(\$4.02)	(\$0.20)	(\$4.22)
			Refund	\$30.23
00	Tax	(\$6.08)	\$0.00	(\$6.08)
03	Tax	(\$0.67)	\$0.00	(\$0.67)
			Refund	\$6.75
00	Tax	(\$5.35)	\$0.00	(\$5.35)
10	Tax	(\$0.86)	\$0.00	(\$0.86)
			Refund	\$6.21
00	Tax	(\$94.00)	\$0.00	(\$94.00)
07	Tax	(\$15.28)	\$0.00	(\$15.28)
			Refund	\$109.28
00	Tax	(\$11.26)	\$0.00	(\$11.26)
04	Tax	(\$1.45)	\$0.00	(\$1.45)
			Refund	\$12.71



North Carolina Veh

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
CRANDALL, RICHARD WELLINGTON	CRANDALL, RICHARD WELLINGTON		242 TASKER HILL RD		PITTSBORO, NC 27312	Proration	0001328627	BEH9906	AUTHORIZED	65112518	Refund Generated due to proration on Bill #0001328627-2015 2015-0000-00
DELMAR, PATRICK KEVIN	DELMAR, PATRICK KEVIN		12084 US HIGHWAY 64 WEST	LOT 3	SILER CITY, NC 27344	Adjustment < \$100	0035988135	EJJ8845	AUTHORIZED	96140151	Refund Generated due to adjustment on Bill #0035988135-2016 2016-0000
EAKES, CHARLES MARION	EAKES, CHARLES MARION		100 EDGEWOOD DR		DURHAM, NC 27713	Proration	0023655761	CFB3021	AUTHORIZED	64958692	Refund Generated due to proration on Bill #0023655761-2016 2016-0000-00
EDWARDS, BORIS LYNDELL	EDWARDS, BORIS LYNDELL		1204 SOUTHPORT ST		SILER CITY, NC 27344	Proration	0022349192	BMC5591	AUTHORIZED	64957940	Refund Generated due to proration on Bill #0022349192-2016 2016-0000-00
FIELDS, JAMES RICHARD	FIELDS, JAMES RICHARD		324 S DOGWOOD AVE		SILER CITY, NC 27344	Proration	0008954934	CAM7779	AUTHORIZED	97026327	Refund Generated due to proration on Bill #0008954934-2016 2016-0000-00



North Carolina Ver

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	03/30/2017	3/30/2017 3:38:26 PM
ie	Situs error	03/13/2017	3/13/2017 8:38:51 AM
ie	Vehicle Sold	03/28/2017	3/30/2017 10:49:47 AM
ie	Vehicle Totalled	03/28/2017	3/28/2017 8:41:16 AM
ie	Vehicle Sold	03/23/2017	3/23/2017 9:18:36 AM





North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$49.50)	\$0.00	(\$49.50)
09	Tax	(\$5.45)	\$0.00	(\$5.45)
			Refund	\$54.95
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$10.14)	\$0.00	(\$10.14)
09	Tax	\$1.60	\$0.00	\$1.60
			Refund	\$8.54
00	Tax	(\$117.79)	\$0.00	(\$117.79)
12	Tax	(\$19.51)	\$0.00	(\$19.51)
			Refund	\$137.30
00	Tax	(\$35.70)	(\$1.78)	(\$37.48)
01	Tax	(\$5.07)	(\$0.26)	(\$5.33)
			Refund	\$42.81
00	Tax	(\$16.93)	\$0.00	(\$16.93)
22	Tax	(\$12.82)	\$0.00	(\$12.82)
22	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$29.75



North Carolina Veh

NCVTS Pending

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
FLAHERTY, ROBERT EMMETT	FLAHERTY, ROBERT EMMETT		1613 LEGENDARY LN		MORRISVILLE, NC 27560	Adjustment >= \$100	0035638521	PBZ8914	AUTHORIZED	97552065	Refund Generated due to adjustment on Bill #0035638521-2016-0000
FLAHERTY, ROBERT EMMETT	FLAHERTY, ROBERT EMMETT		1613 LEGENDARY LN		MORRISVILLE, NC 27560	Adjustment < \$100	0035638793	DMT1213	AUTHORIZED	97552068	Refund Generated due to adjustment on Bill #0035638793-2016-0000
FORREST, BRIAN RAY	FORREST, BRIAN RAY		595 HIGHLAND RD		APEX, NC 27523	Proration	0010273779	YZD3716	AUTHORIZED	65219116	Refund Generated due to proration on Bill #0010273779-2016-0000-00
GABOR, JOHN MICHAEL	GABOR, JOHN MICHAEL		238 CAROLINA MEADOWS VILL		CHAPEL HILL, NC 27517	Proration	0020988127	JMGASG	AUTHORIZED	64238666	Refund Generated due to proration on Bill #0020988127-2015-0000-00
HARDY, PAUL CURTIS JR	HARDY, PAUL CURTIS JR	HARDY, DONNA ELIZABETH	22 FIELDSTONE CMN		PITTSBORO, NC 27312	Proration	0001280376	YSA7809	AUTHORIZED	63915038	Refund Generated due to proration on Bill #0001280376-2016-0000-00



North Carolina Ver

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

	Refund Reason	Create Date	Authorization Date
ie - -	Situs error	03/29/2017	3/30/2017 10:49:20 AM
ie - -	Situs error	03/29/2017	3/29/2017 10:36:03 AM
ie - -	Vehicle Sold	03/31/2017	3/31/2017 4:15:10 PM
ie - -	Vehicle Sold	03/15/2017	3/15/2017 4:08:16 PM
ie - -	Vehicle Sold	03/09/2017	3/9/2017 9:54:28 AM



North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$169.85)	\$0.00	(\$169.85)
07	Tax	\$40.38	\$0.00	\$40.38
			Refund	\$129.47
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$90.99)	\$0.00	(\$90.99)
07	Tax	\$21.63	\$0.00	\$21.63
			Refund	\$69.36
00	Tax	(\$44.89)	\$0.00	(\$44.89)
08	Tax	(\$7.30)	\$0.00	(\$7.30)
			Refund	\$52.19
00	Tax	(\$41.79)	\$0.00	(\$41.79)
07	Tax	(\$6.92)	\$0.00	(\$6.92)
			Refund	\$48.71
00	Tax	(\$11.04)	\$0.00	(\$11.04)
21	Tax	(\$7.55)	\$0.00	(\$7.55)
			Refund	\$18.59



North Carolina Veh

NCVTS Pending

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
HINKSON, GEOFFREY KENT	HINKSON, GEOFFREY KENT		29039 CRYSTAL ROSE LN		FULSHEAR, TX 77441	Proration	0014490854	YST3606	AUTHORIZED	63981780	Refund Generated due to proration on Bill #0014490854-2015-0000-00
HINKSON, GEOFFREY KENT	HINKSON, GEOFFREY KENT	HINKSON, NENA RECHELLE	29039 CRYSTAL ROSE LN		FULSHEAR, TX 77441	Proration	0018818971	XWT1411	AUTHORIZED	63981792	Refund Generated due to proration on Bill #0018818971-2015-0000-00
HOLMAN, BRIAN DAVID	HOLMAN, BRIAN DAVID	HOLMAN, LAURIE JEAN	848 S GREENWOOD TERRACE		SALT LAKE CITY, UT 84105	Proration	0032944252	ZPK8604	AUTHORIZED	64745342	Refund Generated due to proration on Bill #0032944252-2016-0000-00
KNOTT, BRUCE WAYNE	KNOTT, BRUCE WAYNE	KNOTT, LISA OAKLEY	7802 GRANDALE DR		DURHAM, NC 27713	Proration	0001307716	ZXH3485	AUTHORIZED	64958684	Refund Generated due to proration on Bill #0001307716-2015-0000-00
KOTZ, KAREN ANN	KOTZ, KAREN ANN	KOTZ, EUGENE STEVEN	532 NICKEL CREEK CIR		CARY, NC 27519	Proration	0029117609	CDH2452	AUTHORIZED	95972172	Refund Generated due to proration on Bill #0029117609-2015-0000-00



North Carolina Ver

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Reg . Out of state	03/10/2017	3/10/2017 2:53:36 PM
ie	Reg . Out of state	03/10/2017	3/10/2017 2:56:22 PM
ie	Reg . Out of state	03/24/2017	3/24/2017 2:22:21 PM
ie	Vehicle Sold	03/28/2017	3/28/2017 1:53:17 PM
ie	Vehicle Totalled	03/10/2017	3/10/2017 10:03:26 AM



North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$9.54)	\$0.00	(\$9.54)
07	Tax	(\$1.58)	\$0.00	(\$1.58)
			Refund	\$11.12
00	Tax	(\$73.14)	\$0.00	(\$73.14)
07	Tax	(\$12.11)	\$0.00	(\$12.11)
			Refund	\$85.25
00	Tax	(\$11.28)	\$0.00	(\$11.28)
07	Tax	(\$1.83)	\$0.00	(\$1.83)
			Refund	\$13.11
00	Tax	(\$27.36)	\$0.00	(\$27.36)
12	Tax	(\$5.06)	\$0.00	(\$5.06)
			Refund	\$32.42
00	Tax	(\$2.04)	\$0.00	(\$2.04)
23	Tax	(\$1.21)	\$0.00	(\$1.21)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$3.25



North Carolina Veh

NCVTS Pending

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
KOTZ, KAREN ANN	KOTZ, KAREN ANN	KOTZ, EUGENE STEVEN	532 NICKEL CREEK CIR		CARY, NC 27519	Proration	0025094270	CFR1674	AUTHORIZED	95972166	Refund Generated due to proration on Bill #0025094270-2015-0000-00
LEDERER, DAVID BUSH	LEDERER, DAVID BUSH		553 CAROLINA MDWS VILLA		CHAPEL HILL, NC 27517	Proration	0018818273	NYX3124	AUTHORIZED	64684652	Refund Generated due to proration on Bill #0018818273-2015-0000-00
LINDSAY, NADEAN FERGUSON	LINDSAY, NADEAN FERGUSON		180 WILLOWBEND DR		CHAPEL HILL, NC 27517	Proration	0014496958	WSF3076	AUTHORIZED	63982020	Refund Generated due to proration on Bill #0014496958-2016-0000-00
MAEDER, JO WEITZ	MAEDER, JO WEITZ		256 FEARRINGTON POST		PITTSBORO, NC 27312	Adjustment < \$100	0029429284	RWZ1171	AUTHORIZED	63691510	Refund Generated due to adjustment on Bill #0029429284-2016-0000-00
MANSKE, JULIA LEIGH	MANSKE, JULIA LEIGH		77009 MILLER		CHAPEL HILL, NC 27517	Proration	0032462343	PCH6493	AUTHORIZED	64375918	Refund Generated due to proration on Bill #0032462343-2015-0000-00





North Carolina Veh

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	03/10/2017	3/10/2017 10:01:20 AM
-			
ie	Vehicle Sold	03/23/2017	3/23/2017 2:50:53 PM
-			
ie	Vehicle Sold	03/10/2017	3/10/2017 4:43:29 PM
-			
ie	Mileage	03/06/2017	3/6/2017 4:57:01 PM
-			
ie	Vehicle Sold	03/17/2017	3/17/2017 4:18:57 PM
-			



North Carolina Ver

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$42.03)	\$0.00	(\$42.03)
23	Tax	(\$25.00)	\$0.00	(\$25.00)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$67.03
00	Tax	(\$14.95)	\$0.00	(\$14.95)
07	Tax	(\$2.47)	\$0.00	(\$2.47)
			Refund	\$17.42
00	Tax	(\$31.38)	\$0.00	(\$31.38)
07	Tax	(\$5.10)	\$0.00	(\$5.10)
			Refund	\$36.48
00	Tax	(\$7.21)	\$0.00	(\$7.21)
07	Tax	(\$1.17)	\$0.00	(\$1.17)
			Refund	\$8.38
00	Tax	(\$24.63)	\$0.00	(\$24.63)
07	Tax	(\$4.08)	\$0.00	(\$4.08)
			Refund	\$28.71



North Carolina Veh

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
MILLHEIM, ESTHER STEINBRUCK	MILLHEIM, ESTHER STEINBRUCK		112 LELCESTER CT		CARY, NC 27519	Proration	0026541905	AHM6116	AUTHORIZED	96920583	Refund Generated due to proration on Bill #0026541905-2015-0000-00
ODANIEL, HUBERT ALFRED	ODANIEL, HUBERT ALFRED	ODANIEL, BARBARA WILBORN	2805 CRAWFORD DAIRY RD		CHAPEL HILL, NC 27516	Proration	0033697831	PBZ5039	AUTHORIZED	64957958	Refund Generated due to proration on Bill #0033697831-2016-0000-00
OKEEFE, EDWARD JOHN	OKEEFE, EDWARD JOHN	OKEEFE, SHIRLEY PATTERSON	554 CAROLINA MDWS		CHAPEL HILL, NC 27517	Proration	0009961625	ZZN2389	AUTHORIZED	63915064	Refund Generated due to proration on Bill #0009961625-2016-0000-00
ORTIZ RAMIREZ, ALVARO	ORTIZ RAMIREZ, ALVARO		1012 CHRISTOPHER DR		CHAPEL HILL, NC 27517	Proration	0032583330	DHE8547	AUTHORIZED	63778158	Refund Generated due to proration on Bill #0032583330-2016-0000-00
PENNEY, WILLIAM JOSEPH	PENNEY, WILLIAM JOSEPH	PENNEY, BERNADETTE	413 EASTON GREY LOOP		CARY, NC 27519	Proration	0021011603	AHN8315	AUTHORIZED	96140538	Refund Generated due to proration on Bill #0021011603-2015-0000-00



North Carolina Ver

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	03/22/2017	3/22/2017 8:41:53 AM
ie	Vehicle Sold	03/28/2017	3/30/2017 10:49:47 AM
ie	Vehicle Sold	03/09/2017	3/9/2017 10:10:55 AM
ie	Vehicle Totalled	03/07/2017	3/30/2017 10:49:47 AM
ie	Vehicle Sold	03/13/2017	3/13/2017 10:36:51 AM



North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$16.26)	\$0.00	(\$16.26)
23	Tax	(\$9.67)	\$0.00	(\$9.67)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$25.93
00	Tax	(\$142.86)	\$0.00	(\$142.86)
07	Tax	(\$23.22)	\$0.00	(\$23.22)
			Refund	\$166.08
00	Tax	(\$69.08)	\$0.00	(\$69.08)
07	Tax	(\$11.22)	\$0.00	(\$11.22)
			Refund	\$80.30
00	Tax	(\$201.59)	(\$10.08)	(\$211.67)
07	Tax	(\$32.76)	(\$1.63)	(\$34.39)
			Refund	\$246.06
00	Tax	(\$5.31)	\$0.00	(\$5.31)
23	Tax	(\$3.16)	\$0.00	(\$3.16)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$8.47



North Carolina Veh

NCVTS Pending

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
PHILLIPS, SHERRIE HARPER	PHILLIPS, SHERRIE HARPER		8461 SILER CITY GLENDON	RD	BEAR CREEK, NC 27207	Adjustment < \$100	0025200664	BHN1246	AUTHORIZED	63981606	Refund Generated due to adjustment on Bill #0025200664-2016-0000-00
RAMMING, MICHAEL ALEXANDER	RAMMING, MICHAEL ALEXANDER		1455 BRIAR CHAPEL PKWY		CHAPEL HILL, NC 27516	Proration	0001286551	AKC4460	AUTHORIZED	65219038	Refund Generated due to proration on Bill #0001286551-2016-0000-00
RHODES, DOUGLASS WALLACE	RHODES, DOUGLASS WALLACE	RHODES, DAPHNE MICHAELIDES	927 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0018818472	YYH1471	AUTHORIZED	63850910	Refund Generated due to proration on Bill #0018818472-2015-0000-00
ROSS, JOHN ALEXANDER JR	ROSS, JOHN ALEXANDER JR		676 NC 87 N		PITTSBORO, NC 27312	Proration	0001297475	ZYJ1203	AUTHORIZED	64958956	Refund Generated due to proration on Bill #0001297475-2015-0000-00
ROUNDTREE, JAMES CARSON JR	ROUNDTREE, JAMES CARSON JR		3618 HAMLETS CHAPEL RD		PITTSBORO, NC 27312	Adjustment < \$100	0014495705	TND2640	AUTHORIZED	64471156	Refund Generated due to adjustment on Bill #0014495705-2016-0000-00



North Carolina Ver

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie l -	Mileage	03/10/2017	3/10/2017 12:31:39 PM
ie l -	Vehicle Sold	03/31/2017	3/31/2017 3:05:34 PM
ie l -	Vehicle Totalled	03/08/2017	3/8/2017 12:58:54 PM
ie l -	Reg . Out of state	03/28/2017	3/28/2017 3:56:23 PM
ie l -	Over Assessment	03/20/2017	3/20/2017 4:05:50 PM



North Carolina Ver

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$19.69)	\$0.00	(\$19.69)
03	Tax	(\$2.18)	\$0.00	(\$2.18)
			Refund	\$21.87
00	Tax	(\$60.22)	\$0.00	(\$60.22)
07	Tax	(\$9.79)	\$0.00	(\$9.79)
			Refund	\$70.01
00	Tax	(\$29.90)	\$0.00	(\$29.90)
07	Tax	(\$4.95)	\$0.00	(\$4.95)
			Refund	\$34.85
00	Tax	(\$3.57)	\$0.00	(\$3.57)
06	Tax	(\$0.70)	\$0.00	(\$0.70)
			Refund	\$4.27
00	Tax	(\$6.40)	\$0.00	(\$6.40)
07	Tax	(\$1.05)	\$0.00	(\$1.05)
			Refund	\$7.45





North Carolina Veh

NCVTS Pending

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
SHAVE, DANA FREDERIC	SHAVE, DANA FREDERIC		1922 CLEARWATER LAKE RD		CHAPEL HILL, NC 27517	Proration	0026833265	BMR1414	AUTHORIZED	63510536	Refund Generated due to proration on Bill #0026833265-2015-0000-00
SHAVE, DANA FREDERIC	SHAVE, DANA FREDERIC		1922 CLEARWATER LAKE RD		CHAPEL HILL, NC 27517	Proration	0021490166	CAW6862	AUTHORIZED	63510530	Refund Generated due to proration on Bill #0021490166-2016-0000-00
SMITH, KENNETH ALAN	SMITH, KENNETH ALAN	SMITH, DAWN POWERS	18395 HWY 902		BEAR CREEK, NC 27207	Proration	0001295808	PVB1402	AUTHORIZED	64958698	Refund Generated due to proration on Bill #0001295808-2016-0000-00
SQUIRES, KEVIN WILLIAM	SQUIRES, KEVIN WILLIAM		219 S 10TH AVE APT A5		SILER CITY, NC 27344	Adjustment < \$100	0024887754	DBT5302	AUTHORIZED	95128869	Refund Generated due to adjustment on Bill #0024887754-2016-0000-00
STEPHENSON, MICHAEL THOMAS	STEPHENSON, MICHAEL THOMAS		96 WILLETT RD		SILER CITY, NC 27344	Proration	0034914458	EDD9510	AUTHORIZED	64613986	Refund Generated due to proration on Bill #0034914458-2016-0000-00



North Carolina Ver

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	03/02/2017	3/2/2017 2:30:44 PM
-			
ie	Vehicle Sold	03/02/2017	3/2/2017 2:29:48 PM
-			
ie	Vehicle Sold	03/28/2017	3/28/2017 2:00:26 PM
-			
ie	Over Assessment	03/01/2017	3/1/2017 11:29:15 AM
-			
ie	Vehicle Sold	03/22/2017	3/22/2017 11:41:27 AM
-			



North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$26.30)	\$0.00	(\$26.30)
07	Tax	(\$4.35)	\$0.00	(\$4.35)
			Refund	\$30.65
00	Tax	(\$37.95)	\$0.00	(\$37.95)
07	Tax	(\$6.17)	\$0.00	(\$6.17)
			Refund	\$44.12
00	Tax	(\$81.87)	\$0.00	(\$81.87)
03	Tax	(\$9.04)	\$0.00	(\$9.04)
			Refund	\$90.91
00	Tax	(\$4.09)	\$0.00	(\$4.09)
22	Tax	(\$3.10)	\$0.00	(\$3.10)
22	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$7.19
00	Tax	(\$48.46)	(\$2.42)	(\$50.88)
01	Tax	(\$6.88)	(\$0.35)	(\$7.23)
			Refund	\$58.11



North Carolina Veh

NCVTS Pending

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
STUTTS, RUTH RICCI	STUTTS, RUTH RICCI		64 ROLLING MEADOWS LN		CHAPEL HILL, NC 27517	Proration	0030389279	AEM6937	AUTHORIZED	64093998	Refund Generated due to proration on Bill #0030389279-2015-0000-00
TAYLER H BINGHAM & MARCIAY BINGHAM REV TRUSTDTD 1/7/11	TAYLER H BINGHAM & MARCIAY BINGHAM REV TRUSTDTD 1/7/11	BINGHAM, TAYLER HARRISON	214 MARSH AVE		RALEIGH, NC 27606	Proration	0026006237	BAW2273	AUTHORIZED	64168052	Refund Generated due to proration on Bill #0026006237-2015-0000-00
THOMAS, JEREMY MICHAEL	THOMAS, JEREMY MICHAEL		232 TAYLORS CHAPEL RD		SANFORD, NC 27330	Proration	0031563341	DKH7105	AUTHORIZED	63850834	Refund Generated due to proration on Bill #0031563341-2015-0000-00
TORANO, JOSEPH	TORANO, JOSEPH		420 NICKEL CREEK CIR		CARY, NC 27713	Proration	0010563498	VWK6885	AUTHORIZED	97552155	Refund Generated due to proration on Bill #0010563498-2015-0000-00
TRAINHAM, JAMES ARTHUR	TRAINHAM, JAMES ARTHUR	WATERS, LINDA DIANE	51321 EASTCHURCH		CHAPEL HILL, NC 27517	Proration	0001300880	ABA9345	AUTHORIZED	63571060	Refund Generated due to proration on Bill #0001300880-2016-0000-00



North Carolina Veh

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	03/13/2017	3/13/2017 1:18:36 PM
ie	Vehicle Sold	03/14/2017	3/30/2017 10:49:47 AM
ie	Vehicle Sold	03/08/2017	3/8/2017 11:45:12 AM
ie	Vehicle Sold	03/29/2017	3/29/2017 11:06:10 AM
ie	Vehicle Sold	03/03/2017	3/3/2017 11:32:16 AM



North Carolina Ver

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$37.90)	\$0.00	(\$37.90)
07	Tax	(\$6.28)	\$0.00	(\$6.28)
			Refund	\$44.18
00	Tax	(\$160.35)	\$0.00	(\$160.35)
07	Tax	(\$26.56)	\$0.00	(\$26.56)
			Refund	\$186.91
00	Tax	(\$65.92)	\$0.00	(\$65.92)
04	Tax	(\$8.48)	\$0.00	(\$8.48)
			Refund	\$74.40
00	Tax	(\$14.15)	\$0.00	(\$14.15)
23	Tax	(\$8.42)	\$0.00	(\$8.42)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$22.57
00	Tax	(\$66.75)	\$0.00	(\$66.75)



North Carolina Veh

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
TRAINHAM, JAMES ARTHUR	TRAINHAM, JAMES ARTHUR	WATERS, LINDA DIANE	51321 EASTCHURCH		CHAPEL HILL, NC 27517	Proration	0001300880	ABA9345	AUTHORIZED	63571060	Refund Generated due to proration on Bill #0001300880-2016-0000-00
VANVOORST, KLAZINA	VANVOORST, KLAZINA		809 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0021011168	TRD7752	AUTHORIZED	65112156	Refund Generated due to proration on Bill #0021011168-2015-0000-00
WIGGINS, JAMES ARTHUR	WIGGINS, JAMES ARTHUR	WIGGINS, BEVERLY BRIDGES	481 POKEBERRY LN		PITTSBORO, NC 27312	Proration	0018815288	VXX9963	AUTHORIZED	65034778	Refund Generated due to proration on Bill #0018815288-2015-0000-00
WU, CALVIN CHIAWEN	WU, CALVIN CHIAWEN	WU, ELLIE LIN	51 RUNA CT		PITTSBORO, NC 27312	Proration	0026146387	DEP8623	AUTHORIZED	63777796	Refund Generated due to proration on Bill #0026146387-2015-0000-00
ZERUBAVEL, NOGA	ZERUBAVEL, NOGA	WALLER, DAVID ALAN	317 GRANGER RD		CHAPEL HILL, NC 27516	Proration	0026507792	DAA2347	AUTHORIZED	65218842	Refund Generated due to proration on Bill #0026507792-2015-0000-00



North Carolina Ver

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	03/03/2017	3/3/2017 11:32:16 AM
-			
ie	Vehicle Sold	03/30/2017	3/30/2017 11:29:53 AM
-			
ie	Reg . Out of state	03/29/2017	3/29/2017 11:11:11 AM
-			
ie	Vehicle Sold	03/07/2017	3/7/2017 10:28:23 AM
-			
ie	Vehicle Sold	03/31/2017	3/31/2017 11:59:37 AM
-			





North Carolina Ver

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
07	Tax	(\$10.84)	\$0.00	(\$10.84)
			Refund	\$77.59
00	Tax	(\$36.69)	\$0.00	(\$36.69)
07	Tax	(\$6.07)	\$0.00	(\$6.07)
			Refund	\$42.76
00	Tax	(\$12.13)	\$0.00	(\$12.13)
07	Tax	(\$2.01)	\$0.00	(\$2.01)
			Refund	\$14.14
00	Tax	(\$43.99)	\$0.00	(\$43.99)
07	Tax	(\$7.29)	\$0.00	(\$7.29)
			Refund	\$51.28
00	Tax	(\$32.71)	\$0.00	(\$32.71)
07	Tax	(\$5.42)	\$0.00	(\$5.42)
			Refund	\$38.13
			Refund Total	\$2863.09

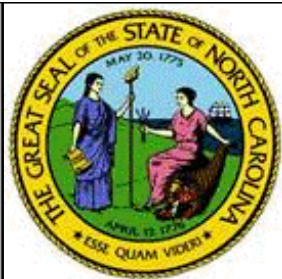


North Carolina Ver

NCVTS Pending

Report Date 4/3/2017 10:46:45 AM

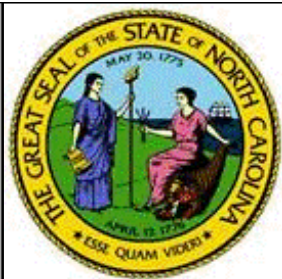
Tax Jurisdiction	District Type	Net Change
00	COUNTY	(\$2,202.58)
21	CITY	(\$278.53)
22	CITY	(\$38.12)
23	CITY	(\$96.66)
01	FIRE	(\$12.56)
03	FIRE	(\$11.89)
04	FIRE	(\$9.93)
06	FIRE	(\$2.21)
07	FIRE	(\$171.48)
08	FIRE	(\$7.30)
09	FIRE	(\$6.40)
10	FIRE	(\$0.86)
12	FIRE	(\$24.57)
Total		(\$2,863.09)



North Carolina Ver

**NCVTS Pending**

Report Date 4/3/2017 10:46:45 AM



North Carolina Ver

**NCVTS Pending**

Report Date 4/3/2017 10:46:45 AM

Report Parameters





# Chatham County, NC

## Text File

File Number: 17-2089

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**Agenda Date:** 4/17/2017

**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 May 2017 as Vulnerable Adult  
and Elder Abuse Awareness Month.



COUNTY COMMISSIONERS

Jim Crawford, Chair  
Diana Hales, Vice Chair  
Mike Dasher  
Karen Howard  
Walter Petty

COUNTY MANAGER: Renee Paschal

## Resolution of the Chatham County Board of Commissioners

### Proclaiming Vulnerable Adult and Elder Abuse Awareness Month in Chatham County

**WHEREAS**, Chatham County wishes to join the state, nation and world in recognizing World Elder Abuse Awareness Day on Thursday, June 15, 2017, and the State of North Carolina in recognizing May 14<sup>th</sup> through June 18<sup>th</sup> as Vulnerable Adult and Elder Abuse Awareness Month; and

**WHEREAS**, Mother's and Father's Days both occur during this period and are opportunities to honor, respect, and promote the dignity and well-being of parents and all elders; and

**WHEREAS**, research shows that abuse, neglect and exploitation of vulnerable and older adults remain grossly underreported and affect vulnerable and older adults of all social, economic, racial and ethnic backgrounds; and

**WHEREAS**, protecting vulnerable and older adults is a community responsibility and all citizens are charged under State law to report suspected abuse, neglect or exploitation to County Social Services; and

**WHEREAS**, fraud and scams against older adults remain a major problem, which robs people of their income and dignity; and

**WHEREAS**, the Chatham County Department of Social Services, the Chatham County Council on Aging, and the Sheriff's Office are among the many local organizations and groups working to raise greater awareness about elder abuse in its various forms.

**NOW THEREFORE, BE IT RESOLVED** by the Chatham County Board of County Commissioners that May 14 through June 18, 2017 is proclaimed Vulnerable Adult and Elder Abuse Awareness Month and calls upon the people of Chatham County to observe the month by honoring vulnerable and older adults, helping prevent abuse and exploitation, and taking steps otherwise to promote their well-being.

Adopted by the Chatham County Board of Commissioners on \_\_\_\_\_.

\_\_\_\_\_  
Jim Crawford, Chairman  
Chatham County Board of Commissioners

ATTEST:

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



# Chatham County, NC

## Text File

**File Number: 17-2090**

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Resolution

Vote on a request to adopt a Resolution Proclaiming May 2017 as Older Americans Month.





COUNTY COMMISSIONERS

Jim Crawford, Chair  
Diana Hales, Vice Chair  
Mike Dasher  
Karen Howard  
Walter Petty

COUNTY MANAGER: Renee Paschal

## Resolution of the Chatham County Board of Commissioners

### Proclaiming May 2017 as Older Americans Month

WHEREAS, each May, the Administration for Community Living (ACL) leads our nation in celebrating Older Americans Month. This year's national theme is Age Out Loud, to give aging a new voice—one that reflects what today's older adults have to say; and

WHEREAS, today's seniors are increasingly active, eager to try new things, and never shy about sharing their views; and

WHEREAS, Chatham continues to see a growing number of older adults, with more than 22,000 persons age 60 and older as of 2015—representing nearly a third of our citizens; and

WHEREAS, Chatham's older population is vital to our past, present and future; and

WHEREAS, the Chatham County Council on Aging will be celebrating our seniors as it continues to provide quality services and programs to them.

Now, therefore, we, the Chatham County Board of Commissioners, wish to recognize and join in the celebration of our older citizens and the work of our Council on Aging, by hereby proclaiming May 2017 as Older Americans Month in Chatham County and commend this observance to all community members.

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

\_\_\_\_\_  
Jim Crawford, Chairman  
Chatham County Board of Commissioners

ATTEST:

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



# Chatham County, NC

## Text File

File Number: 17-2106

**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Finance

**File Type:** Resolution

**Agenda Number:**

Vote on a request to adopt a Resolution declaring certain county property surplus and authorizing disposal of said property by online public auction.

### Action Requested:

Consideration of a request to declare ninety three (93) Solid Waste & Recycling steel front loading collection containers as surplus, and authorize the County Manager to accept the highest bids and finalize the sales.

### Introduction & Background:

The Solid Waste and Recycling division has moved to a new recycling process called Single Stream Recycling. The new method reduces the number of collection containers needed at the Collection Centers.

As a result, ninety three (93) containers will be surplus. Of the ninety three (93) front loading containers:

- Twelve (12) are unusable and are recommended for scrap metal disposal.
- Twenty-three (23) 8 yd. containers are recommended for public online auction.
- Fifty-eight (58) 6 yd. containers are recommended for public online auction.

### Discussion & Analysis:

NC General Statute 160A-270 authorizes the County to dispose of personal property by public auction, either live or electronic.

The County is considering GovDeals electronic live auction for the disposal of the eighty one (81) 6 and 8 yd. containers.

We have had some success in the past with GovDeals in online public auctioning specialty items as this reaches a wide market base.

..

**Budgetary Impact:** None

### Recommendation:

Vote to declare ninety three (93) Solid Waste & Recycling steel front loading collection containers as surplus, and authorize the County Manager to accept the highest bids and finalize the sales.





## CHATHAM COUNTY COMMISSIONERS

Jim Crawford, Chairman  
Diana Hales, Vice Chair  
Mike Dasher  
Karen Howard  
Walter Petty

## COUNTY MANAGER

Renee Paschal

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

Established 1771

## Resolution of the Chatham County Board of Commissioners

Declaring Personal Property Surplus and Authorizing the County Manager to Dispose of  
Personal Property

WHEREAS, the Solid Waste and Recycling division has ninety three (93) front loading collection containers which are no longer needed in service, and

WHEREAS, by authority of N.C.G.S. 160A-270, counties may declare surplus any personal property owned by the County, sell the property by public auction either live or electronic; and authorize an appropriate official to complete the sale at the auction, and

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

Section 1: The Board declares ninety three (93) front loading collection containers as surplus; and

Section 2: The Board authorizes the sale of said collection containers by way of electronic public auction and scrap metal sales; and authorizes the County Manager to accept the highest offer(s) and finalize the sale(s) of the ninety three (93) front loading collection containers.

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

\_\_\_\_\_  
James G. Crawford, Chairman  
Chatham County Board of Commissioners

ATTEST:

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



# Chatham County, NC

## Text File

File Number: 17-2117

**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Parks and Recreation

**File Type:** Agenda Item

Vote on a request to approve North Carolina Parks and Recreation Trust Fund (PARTF) grant application and resolution for the Park at Briar Chapel.

### Action Requested:

#### Introduction & Background:

PARTF program provides dollar for dollar matching grant to local governments. Recipients use the grant to develop parks and recreation projects that serve the general public. The county will apply to PARTF for matching funds for enhancement of the Briar Chapel Park. The new facilities will consist of a playground, walking trail, and picnic shelter. The enhancements to the park at Briar Chapel are part of the CIP. Operating cost for the park has been identified and already funded. The county's match will come from the recreation fees paid by the Briar Chapel Development.

#### Discussion & Analysis:

This grant will allow the public to maximize the full use of the park. As part of a public-private partnership, 66.17 acres of land has been donated and a soccer, football, two baseball fields, and concession/restroom have been built. These enhancements will make the park a family friendly location with activities for all members of the family. Based on the 2009 Chatham County Parks and Recreation comprehensive master plan, the county needs 14 picnic shelters, 17 playgrounds and 17.64 miles of walking trail to meet the standards for the current population. By constructing these facilities through PARTF that will address this deficit.

#### Budgetary Impact:

Total project estimated \$368,126.00

Will apply for PARTF reimbursement grant for \$150,000.00

From the county's Briar Chapel Park recreation fees \$218,126.00

#### Recommendation:

Vote on request to approve to apply for PARTF

Vote on request to adopt a resolution for Enhancement of the Park at Briar Chapel

## 1. Grant Information

Is a county match required for this grant application?	x <input type="checkbox"/> Yes, cash match required <input type="checkbox"/> Yes, in-kind match required <input type="checkbox"/> No
Will the grant fund a new position or program that the county will be expected to continue after the grant is ended? **	<input type="checkbox"/> Yes x <input type="checkbox"/> No
BoC meeting date for entry on consent agenda (Answer only if you answered Yes to any of the above)	April 17, 2017
Agency or group offering the grant	North Carolina Division of Parks and Recreation
Title of Grant	North Carolina Parks and Recreation Trust Fund (PARTF)
Is this American Recovery & Reinvestment Act funding?	<input type="checkbox"/> Yes x <input type="checkbox"/> No
Total funding being requested from the grantor	150,000.00
Total match required	218,126.00. Total amount apply for \$368,126. Reimbursable grant.
Source of match	Recreation fees paid by Briar Chapel Development
Length of grant term	Project must be completed and funds used within 3 years
Type of disbursement	x <input type="checkbox"/> Reimbursement <input type="checkbox"/> Lump sum up-front <input type="checkbox"/> Other (describe)
Reporting schedule	<input type="checkbox"/> Quarterly <input type="checkbox"/> Twice a year x <input type="checkbox"/> Yearly <input type="checkbox"/> Other (describe)

**\*\* If the grant will fund a position, you must submit a request for new position form to Renee Paschal and Sybil Tate prior to applying for a grant.**

## 2. Applicant Information

Department	Chatham County Parks and Recreation
Contact Person and title	Tracy Burnett, Parks and Recreation Director
County, non-profit, or other grant partners	PARTF, Briar Chapel Development recreation fees
Name of person responsible for grant reporting and/or administration	Tracy Burnett
Signature of Department Head and Date	

## 1. Grant Project Description

<p>Has the grant project or position been noted in the department work plan or Request for New Staff Resources? If so, attach that document and skip to Section 4.</p>	<p><input type="checkbox"/> Yes, the project is included in the department work plan</p> <p><input type="checkbox"/> Yes, the position has been noted in the Request for New Staff Resources</p> <p><input checked="" type="checkbox"/> x No – Please explain</p>
<p>Provide a brief description of the grant project.</p>	<p>North Carolina Parks and Recreation Trust fund (PARTF) is a dollar for dollar matching grant. Chatham County proposes to use PARTF to enhance the Park at Briar Chapel. The PARTF funds will be used to construct a walking trail, picnic shelter and playground.</p>
<p>What needs/issues/problems does the grant address</p>	<p>This grant will allow the public to maximize the full use of the park by proving more amenities. The shelter will give the public a place to rent to gather for birthday parties, social gatherings, etc. The walking trail with connecting sidewalks will provide a safe place to walk besides the streets and the playground will provide more physical activity opportunities for the younger kids.</p>
<p>What are the measurable goals and objectives? (For help with goals and objectives, see the reference on the grant website.)</p>	<p>The picnic shelter will be rented out at least 12 times within the fiscal year for birthday parties, church gatherings and school events.</p> <p>The walking trail will be used by 25 walkers monthly.</p>
<p>If the grant will fund a new position, what are the responsibilities of the position? Who will supervise the new position?</p>	<p>N/A</p>
<p>What are the major outcomes and benefits to the county that the grant will provide?</p>	<p>More amenities will be constructed to maximize the full use of the park. Once constructed there will be potential revenue from the picnic shelter reservations.</p>
<p>If this is a multi-year grant, does continuation of the grant in the second year depend on meeting measurable outcomes in the first?</p>	<p>N/A</p>

## 1. Budget and Funding

ITEM	GRANT FUNDS YEAR 1	COUNTY/OTHER FUNDS YEAR 1	GRANT FUNDS YEAR 2	COUNTY/OTHER FUNDS YEAR 2	EXPLANATION
Salary & Benefits (use Benefit calculator)					
Grant financial oversight & reporting					
Personnel oversight					
Contracted services (program service provider, publication writing/design, speakers, consultants)					
Office supplies & equipment (photocopies, computers, printers, supplies)					
Travel & Training (mileage reimbursement, rental/fleet car usage, meals, hotel,airfare, registration fees, parking)					
Meetings and workshops (meeting space or rental fees, group meals or refreshments, handouts/notebooks, audio visual rental)					
Publications – professional printing fees.					
Communication (postage, telephone, internet access, advertising)					
Office space (space, utilities, furnishing)					
Dues & Subscriptions					
Capital Outlay (vehicles, large equipment) Playground shelter, walking trail, sidewalk connector	PARTF \$150,00.00	County \$218,126			County match from Briar Chapel recreation fees.
Miscellaneous (insurance, safety, other)					
<b>TOTAL COST</b>	<b>368,126.00</b>	<b>368,126.00</b>			





Whereas, the North Carolina Parks and Recreation Trust Fund (PARTF) has been authorized by the General Assembly to award grant funds to eligible park, recreation and open space projects; and

Whereas, Chatham County seeks to enhance the Park and Briar Chapel for use as a public park; and

Whereas, Chatham County intends to request \$150,000, which is less than 50% of the total project cost, estimated at \$368,126.

NOW THEREFORE BE IT RESOLVED that if the State of North Carolina approves the county's PARTF grant application, the Chatham County Board of Commissioners will allocate \$218,126 from a Special Revenue Fund set aside for Briar Chapel Park in matching funds and these funds will be available when the grant is awarded in the Summer of 2017.

BE IT FURTHER RESOLVED that the Board of Commissioners will provide for the efficient operation and maintenance of the project on completion of the improvements thereof.

BE IT FURTHER RESOLVED that County Manager Renee Paschal, and successors so titled, are hereby authorized to submit an application to PARTF and directed to provide such information as the appropriate State agency may request in connection with the County's application.

BE IT FURTHER RESOLVED that Chatham County has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this date, the \_\_\_\_\_ of \_\_\_\_\_, 2017 at Pittsboro, North Carolina.



# Chatham County, NC

## Text File

File Number: 17-2105

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Health Department

**File Type:** Resolution

Vote on a request to proclaim April 2017 as Child Abuse Prevention Month

Action Requested: Proclaim April 2017 as Child Abuse Prevention Month

Introduction & Background: The Chatham County Commissioners passed a proclamation declaring April, fourteen out of the past fifteen years as Child Abuse Prevention Awareness Month.

Discussion & Analysis: Community partners from many agencies including Chatham County Public Health Department, Coalition for Family Peace, Family Violence and Rape Crisis Services, Child Care Networks, Chatham County Department of Social Services, and Chatham County Partnership for Children, worked together to plan activities to promote awareness of child abuse and neglect during the month of April.

Budgetary Impact: No Local Funding Requested.

Recommendation: Vote on a request to proclaim April 2017 as Child Abuse Prevention Month.



## CHATHAM COUNTY COMMISSIONERS

Jim Crawford, Chairman  
Diana Hales, Vice Chair  
Mike Dasher  
Karen Howard  
Walter Petty

## COUNTY MANAGER

Renee Paschal

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

## Resolution of the Chatham County Board of Commissioners

### PROCLAIMING APRIL 2017 AS CHILD ABUSE PREVENTION MONTH

**WHEREAS**, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;

**WHEREAS**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

**WHEREAS**, preventing child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

**WHEREAS**, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

**WHEREAS**, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, WE, THE CHATHAM COUNTY BOARD OF COMMISSIONERS do hereby proclaim April 2015 as "**CHILD ABUSE PREVENTION MONTH**" in Chatham County, and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

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

\_\_\_\_\_  
James Crawford, Chairman  
Chatham County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Lindsay K. Ray, Clerk to the Board  
Chatham County Board of Commissioners  
95010



# Chatham County, NC

## Text File

File Number: 17-2079

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Appointment

Vote on a request to approve reappointments to the Board of Adjustment.

Action Requested: Vote on a request to approve reappointments to the Board of Adjustment.

Introduction & Background: Peyton Holland and Phillip Cox have both served on the Board of Adjustment since 2015. They are both eligible for reappointment.

Discussion & Analysis: Commissioner Dasher wishes to reappoint Peyton Holland to represent District 2. Commissioner Crawford wishes to reappoint Phillip Cox to represent District 4. Both members' terms will expire June 30, 2020.

Budgetary Impact: N/A

Recommendation: Motion to approve reappointments.



# Chatham County, NC

## Text File

File Number: 17-2103

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Solid Waste and Recycling

**File Type:** Contract

Vote on Request to Approve Contract with Waste Management of Carolinas Inc. and Authorize the County Manager to execute the contract.

Action Requested: Vote on a Request to Approve Contract with Waste Management of Carolinas Inc. and Authorize the County Manager to execute the contract.

Introduction & Background: Compactors and bulky containers are taken from the twelve Collection Centers and hauled to Waste Management of Carolina's Transfer Station or directly to the landfill.

Discussion & Analysis: Contract is needed for waste disposal.

Budgetary Impact: The cost per ton for trash disposal is included in yearly operating budget.

Recommendation: Approve Contract to commence on July 3, 2017.

**NORTH CAROLINA**  
**CHATHAM COUNTY**

**AGREEMENT FOR SERVICES**

**THIS AGREEMENT FOR SERVICES (this "Agreement")**, made and entered into this 3rd day of July, 2017 by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and Waste Management of Carolinas, Inc. a North Carolina corporation (hereinafter referred to as "Contractor").

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

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

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

1. **Term of Agreement:** The initial term of this Agreement shall commence on July 3, 2017 and shall end on or before June 30, 2020. This agreement shall automatically renew for (2) additional one-year terms, unless one party provides written notice of termination to the other party not less than 30 days prior to the end of the Agreement.

2. **Scope of Service:** The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.

3. **Compensation:** As compensation for the Services to be provided under this Agreement, the County shall pay the Contractor the per ton rate as set forth in Appendix 1, attached hereto and incorporated herein by reference. The amounts stated on Appendix 1 are all inclusive and include all expenses of every kind and nature. Rates shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash, not seasonally adjusted, All Areas (CPI-U).

4. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

**Coverage**

Worker's Compensation  
Statutory Limits

**General/Professional Liability**

\$100,000 bodily injury per person (BI)  
\$500,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD)

**Automobile Liability**

\$250,000 bodily injury per person (BI)  
\$100,000 property damage (PD) or

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

County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

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

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

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

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

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

Chatham County  
Attn: Renee Paschal  
Post Office Box 1809  
Pittsboro, North Carolina 27312

Contractor Name: Waste Management of Carolinas, Inc.  
Attn: Tracey Shrader, Vice President  
2720 Wilkins Drive  
Sanford, North Carolina 27330

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

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

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

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

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



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

- (i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the County for default. Grounds for termination for default shall include, but not be limited to:
  - (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
  - (b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
  - (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference.
  - (d) Lack of proper insurance as required under this Agreement.
  - (e) Charging rates or fees in excess of those provided in this Agreement.
  - (f) Inefficient, or unsafe practices in providing services.
  - (g) Other actions which impact unfavorably on the faithful performance of this Agreement.
- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

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

16. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

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

(The remainder of this page intentionally left blank)

18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

19. Iran Divestment Act: Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

20. Requirement to Recycle Certain Electronic Equipment: If applicable, Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

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


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

Vicki McConnell, Finance Director

**Chatham County:**

By: \_\_\_\_\_  
Renee Paschal, County Manager

**Contractor**

By:  \_\_\_\_\_  
Tracey Shrader, Vice President  
Waste Management of the Carolinas, Inc.  
2720 Wilkins Drive  
Sanford, North Carolina 27330  
Phone: 919.774.9511  
Email: tshrader@wm.com

## APPENDIX 1

### SCOPE OF WORK

PROJECT NAME: Municipal Solid Waste Disposal

SCOPE OF SERVICE: Deliver Municipal Solid Waste as directed and at the discretion of the County:

Siler City Transfer Station, 361 Waste Treatment Plant Road, Site Address 2, Siler City, NC 27344,  
Sanford Transfer Station, 2720 Wilkins Drive, Sanford, NC 27330, or  
Great Oak Landfill, Randleman

#### PRICING:

Siler City Transfer Station= \$53.50 per ton

Sanford Transfer Station= \$48.50 per ton

Great Oak Landfill = \$36.00 per ton

COMPLETION DATE: June 30, 2020

This agreement shall automatically renew for (2) additional one-year terms, unless one party provides written notice of termination to the other party not less than 30 days prior to the end of the Agreement.



# Chatham County, NC

## Text File

File Number: 17-2115

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Contract

**Agenda Number:**

Vote on a request to approve a contract with the Board of Education for the purchase of the old transportation facility.

Action Requested: Vote on a request to approve a contract with the Board of Education for the purchase of the old transportation facility.

Introduction & Background: On January 17, 2017 the Board of Commissioners approved the \$350,000 purchase price of the old school transportation facility. One February 13, 2017 the Board of Education adopted a resolution accepting the County's offer and also approved a contract with the County.

Discussion & Analysis:

Budgetary Impact: The funds could be used to offset the projected cost of constructing a new Central Services Building in the future as part of the upcoming Capital Improvement Program.

Recommendation: Motion to approve a contract with the Board of Education for the purchase of the old transportation facility.

**RESOLUTION**

**WHEREAS**, the Chatham County Board of Education owns property known as the former transportation building which is located at 127 Martin Luther King Drive, Pittsboro, North Carolina;

**WHEREAS**, the Board has declared the property surplus and no longer necessary for public school purposes;

**WHEREAS**, the Board finds that the best interests of the Chatham County Schools would be served by the sale of said real property in accordance with the North Carolina General Statutes;

**WHEREAS**, the Board wishes to dispose of the property pursuant to G.S. 115C-518 and G.S. 160A-274, providing for the sale of real property to Chatham County;

**WHEREAS**, Chatham County has offered \$350,000 to purchase the property, but Chatham County would retain these funds and combine them with additional funds for the construction of a new central services building; and

**WHEREAS**, the Board accepts the offer and desires to transfer ownership of the property to Chatham County;

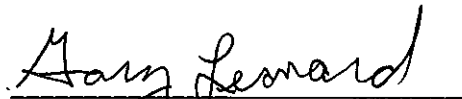
**NOW, THEREFORE, BE IT RESOLVED** by the Chatham County Board of Education that:

1. The Board hereby accepts the \$350,000 offer as described above and approves the sale of the property to the Chatham County in an "AS IS" condition and with Chatham County being solely responsible for the preparation of the deed and all closing costs; and
2. The Board Chairperson and Superintendent are authorized to execute any and all documents required to transfer title of the property to Chatham County as noted in this resolution.


ADOPTED this 13<sup>th</sup> day of February 2017.



(Corporate Seal)

  
\_\_\_\_\_  
Gary Leonard, Chairperson

ATTEST:

  
\_\_\_\_\_  
Dr. Derrick Jordan, Superintendent

## AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (the "Effective Date") by and between the Chatham County Board of Education (Seller) whose address is 369 West Street, Pittsboro, NC 27312 and Chatham County (Buyer) whose address is 12 East Street, Pittsboro, NC 27312. The Effective Date of this Agreement is the date it is executed by Buyer.

WHEREAS, Seller is the owner of the certain property located at 127 Martin Luther King Jr. Drive, Pittsboro, North Carolina, consisting of approximately four (4) usable acres, being known as the Seller's former transportation building ("Property") and desires to sell Property to Buyer; and

WHEREAS, Buyer agrees to buy the Property subject to the terms of this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Sale. The Seller agrees to sell and the Buyer agrees to buy the Property, consisting of the land and all the buildings, other improvements, and fixtures on the land and all of the Seller's rights, privileges, easements, and appurtenances in, to, and belonging or appertaining to the land. The land is more particularly described in Exhibit A attached hereto and incorporated herein by reference.
2. Purchase price. The purchase price for the Property shall be Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000). Buyer shall hold the funds and add them to additional funds which shall be used by Seller to construct a new central services building for Seller's possession and use. The new central services building shall

be constructed at a cost and in a manner and at a time that is mutually agreeable between Buyer and Seller.

3. Use of Property. The Property may not be used for charter or private school purposes without the Board's prior written permission, but otherwise shall not be restricted as to use.

4. Time and Place of Closing. Buyer and Seller agree that closing shall take place at a mutually agreeable place and time in Pittsboro, North Carolina, but not later than sixty (60) days after the Effective Date. Buyer and Seller further agree that time is of the essence.

5. Transfer of Ownership. At the closing, the Seller will transfer ownership of the Property to the Buyer via a special warranty deed, reasonably acceptable to Buyer, conveying good and marketable title in fee simple. For the purpose of the Agreement, "good and marketable title in fee simple" shall mean fee simple ownership which is insurable by a title insurance company reasonably acceptable to Buyer, at then current standard rates under the standard form of ALTA owner's policy of title insurance (ALTA Form B-1992), with the standard or printed exceptions therein deleted and without exception other than title exceptions, if any, as permitted in this Agreement. All fixtures on the Property are included in this sale unless Seller provides Buyer written notice by the close of business on February 28, 2017.

6. Physical Condition of the Property. The Property is being sold "as is." Seller does not make any claims or promises about the condition or value of any of the Property included in this sale, except that Seller represents that aside from products regularly

used in the maintenance of motor vehicles, it has neither placed nor caused any Hazardous Materials to be on the Property, nor does Seller have any knowledge of any Hazardous Materials having been placed, held, stored, located, dumped or disposed of on the Property in a manner which violates applicable law. If such knowledge becomes available prior to closing, Seller shall immediately notify Buyer in writing. For purposes of this Agreement, "Hazardous Materials" means any substance: (i) the presence of which requires investigation or remediation under any applicable law or federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or (ii) which is or becomes defined as a "hazardous substance," pollutant or contaminant under any applicable law or federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC § 6901 et seq.) and the Resource Conservation and Recovery Act (42 USC § 6901 et seq.); or (iii) which is toxic, radioactive, carcinogenic, or otherwise hazardous and is or becomes regulated by any governmental authority; or (iv) without limitation which contains polychlorinated biphenyls (PCB's), asbestos or area formaldehyde insulation. Except for the foregoing, Seller makes no representation as to the condition of the Property or that the premises comply with local, county, state, or federal ordinances and statutes. Buyer assumes all risk for lead paint, asbestos, underground storage tanks or any other hazardous materials that are on the Property.

There are no verbal agreements, which modify or affect this offer. The acceptance of a deed by Buyer shall be deemed to be the full performance of every obligation on the part of Seller. The Buyer will be solely responsible for cost of remediation associated with any environmental issues that may exist on the Property.



7. Buyer's Due Diligence Period. On and after the Effective Date Seller shall permit Buyer to commence Buyer's due diligence with respect to the Property. Buyer's obligations hereunder shall be conditioned upon its satisfactory completion of a comprehensive evaluation of the Property, including, without limitation, at Buyer's option, an engineering and environmental review to ascertain the Property's physical condition, and legal review of the Property (focusing on title, survey and licensing). The due diligence period shall commence on the Effective Date and shall expire at 11:59 p.m. on the forty-fifty (45<sup>th</sup>) day thereafter (the "Due Diligence Period"). Seller shall deliver to Buyer all materials in Seller's possession related to the Property within five (5) business days after the Effective Date. Buyer shall have the unconditional right, for any reason or no reason, to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Due Diligence Period. If Buyer elects to terminate this Agreement prior to the expiration of the Due Diligence Period, this Agreement shall become null and void, and all rights, liabilities and obligations of the parties hereunder shall terminate.

8. Risk of Loss. The risk of loss or damage by fire or other casualty prior to the acceptance of the deed by Buyer shall be upon Seller.

9. Adjustments at Closing. The Seller agrees to be responsible for the following expenses as of the date of closing: its attorneys fees, municipal water and sewer charges and assessments, and real estate taxes, if applicable, and any other cost, charges, taxes, and fees customarily paid by governmental sellers of real property in Chatham County. The Buyer agrees to be responsible for its attorney fees, the

preparation of the deed, and any other costs charges, taxes, and fees customarily paid by buyers of real property in Chatham County.

10. Compliance with Iran Divestment Act of 2015. Buyer certifies that as of the date of this Agreement, Buyer is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Buyer understands that it is not entitled to any benefits whatsoever under this Agreement if this certification is false. The individual signing this Agreement certifies that he or she is authorized by Buyer to make the foregoing statement.

11. Anti-Nepotism. Buyer warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly benefit under this Agreement are immediate family members of any member of the Chatham County Board of Education or of any principal or central office staff administrator employed by the Seller. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Buyer become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Buyer shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the Seller, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Seller without any financial liability to Buyer.

12. Entire Agreement. This Agreement is the entire and only agreement between Buyer and Seller. This Agreement replaces and cancels any previous agreements

between the Buyer and Seller. This Agreement can only be changed by an agreement in writing signed by both Buyer and Seller.

13. Parties Liable. This Agreement is binding upon Buyer and Seller and their successors and assigns.

14. Notices. All notices under this Agreement must be in writing. The notices must be delivered personally or by certified mail, return receipt requested to the other party at the address written in this Agreement.

Wherefore, the parties have set their hand the day first above written.

CHATHAM COUNTY BOARD OF EDUCATION

By: Gary Leonard  
Gary Leonard, Chair

Date Executed: February 13, 2017

Attest:

Derrick Jordan

Dr. Derrick Jordan, Secretary

CHATHAM COUNTY

By: \_\_\_\_\_  
James G. Crawford, Chair

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

Attest:

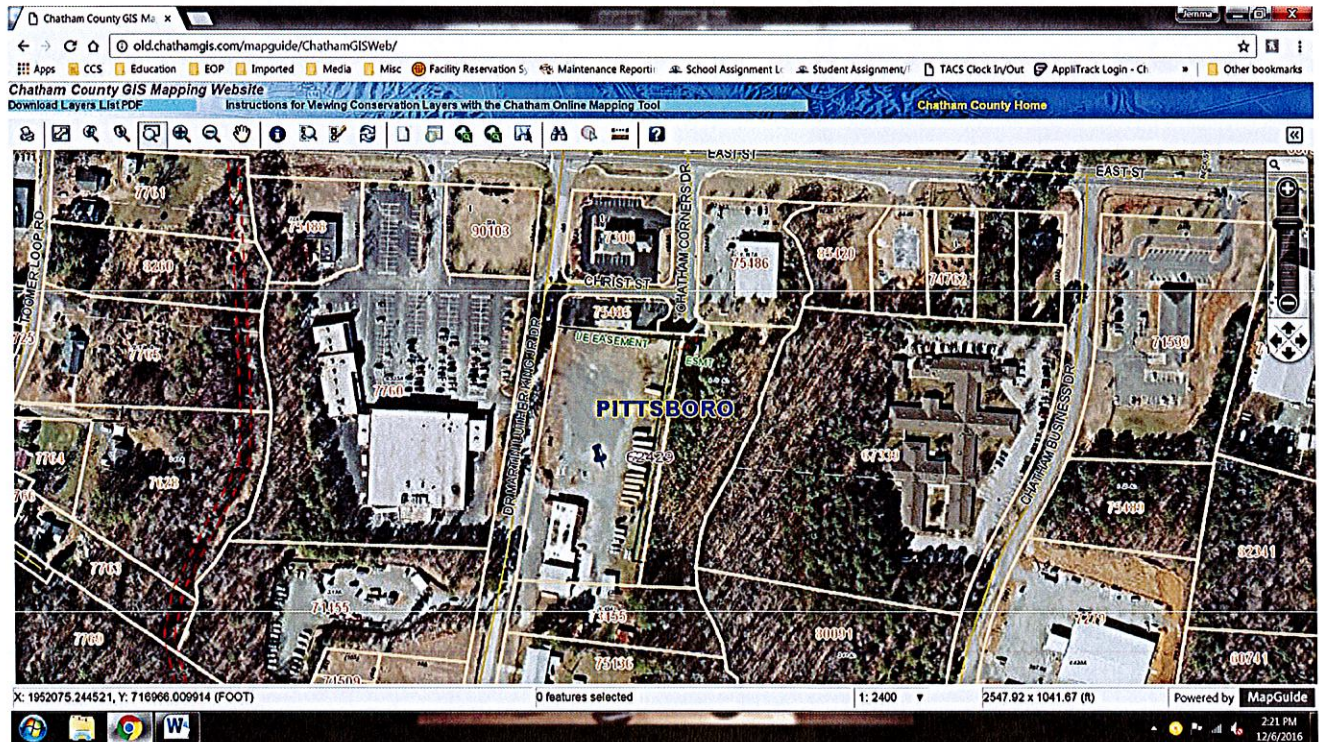
\_\_\_\_\_  
Lindsay Ray, Clerk, Board of Commissioners

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

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

## EXHIBIT A

(Description)





# Chatham County, NC

## Text File

File Number: 17-2127

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**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Environmental Quality

**File Type:** Contract

**Agenda Number:**

Vote on a Request to enter into an Interlocal Agreement for Phase VIII of the Triangle Area Water Supply Monitoring Project and authorize the County Manager to execute the Contract

Action Requested: Vote on a request to enter into an Interlocal Agreement and authorize the County Manager to execute the Contract

Introduction & Background: The purpose of this project is to continue participating in the Triangle Area Water Supply Water Quality Monitoring Project. The County has been participating in this project since 1988. This Agreement covers Phase VIII of the project for the next 5 years.

Discussion & Analysis:

Budgetary Impact: The cost share for the County is \$22,539 annually, \$112,695 total for the duration of the project. This cost has already been approved in the current budget.

Recommendation: Approve the Interlocal Agreement and authorize the County Manager to execute the Contract.

**STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM  
COUNTY OF DURHAM  
COUNTY OF ORANGE  
COUNTY OF WAKE**

**INTERLOCAL AGREEMENT  
for  
PHASE VIII  
of the  
TRIANGLE AREA WATER SUPPLY MONITORING PROJECT**

THIS AGREEMENT is made and entered into by and between Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority (hereinafter, the “Participants”), to be effective from and after July 1, 2017.

**WITNESSETH:**

WHEREAS, on August 18, 1988, several local governments in Region J entered into an interlocal agreement to establish the Triangle Area Water Supply Water Quality Monitoring Project (hereinafter, the “Monitoring Project”) applicable to certain surface water supplies in Region J; and

WHEREAS, the local governments participating in the project established a Monitoring Project Steering Committee (hereinafter, the “Committee”) to make technical, financial, and administrative recommendations to the participating local entities; and

WHEREAS, the Monitoring Project has been continuously funded through a Joint Funding Agreement with the US Geological Survey (hereinafter, the “USGS”) through June 30, 2017 as described in Attachment A; and;

WHEREAS, the Monitoring Project will complete its Phase VII monitoring program on June 30, 2017; and

WHEREAS, said Committee has determined that additional monitoring is needed and desirable to meet the objectives of measuring water quality conditions and long-term trends in water quality;

NOW, THEREFORE, the parties hereto desire to enter into an Interlocal Agreement pursuant to GS 160A-460 et seq for the purpose of operating a water quality monitoring project for the Triangle Area surface water supplies. Toward that end, the Participants have agreed to the following requirements and conditions:

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

Section 1. Purpose of the Project

- A. The primary objectives of the Monitoring Project are to:
  - 1. Supplement existing data on major ions, nutrients, and trace elements to enable determination of long-term water quality trends;
  - 2. Examine the differences in water quality among water supplies within the region, especially differences among smaller upland sources, large multi-purpose reservoirs, and run-of-river supplies;
  - 3. Provide tributary loading data and in-lake data for predictive modeling;
  - 4. Establish a database for constituents of concern in surface waters in the region; and
  - 5. Report results of the monitoring program to governmental officials, the scientific community, and the general public.
  
- B. The objectives for Phase VIII of the Monitoring Project are to:
  - 1. Continue fixed-interval water quality monitoring at the sites and frequencies and for the parameters listed on Table 1 of the Monitoring Project Proposal for Phase VIII (see Attachment C);
  - 2. Continue water quality data collection at existing tributary sites during high-flow events, which include those that exceed the historical 75<sup>th</sup> percentile of daily flow at any station, as shown on Table 2 of Attachment C;
  - 3. Continue stream flow gaging at the sites shown on Table 3 of Attachment C;
  - 4. Conduct additional monitoring and data analysis to ascertain the occurrence and distribution of additional parameters of concern to local water suppliers, to include bromide, chromium (hexavalent, trivalent, and total), and 1,4-dioxane in the Monitoring Project study area;
  - 5. Summarize project water-quality data in a series of 3 biennial reports covering the following periods: 2016-2017; 2018-2019; and 2020-2021), anticipated to be produced by the end of September in the year following respective data collection;
  - 6. Produce a fact sheet suitable for the general public that describes the TAWSMP history, objectives, data-collection network, water-quality concerns, and resources for obtaining detailed information by the end of FY19; and,
  - 7. Expand Project Participant base with additional entities.

Section 2. Roles of the Participants, Managing Agent, and Committee

- A. The role of the Participants is to provide funds for the local portion of the Monitoring Project costs and to appoint representatives to the Committee.
  
- B. The Managing Agent is the Triangle J Council of Governments. The role of the Managing Agent is to:
  - 1. Act on behalf of the Committee in contractual agreements;
  - 2. Provide overall project management services that will include, but not be limited to, coordination among technical contractors, data management and periodic summaries to the Participants; and



TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

3. Provide administrative support to the Committee, such as meeting announcements, minutes, billing and overall accounting.
- C. The role of the Committee is to provide Monitoring Project oversight. The Committee will consist of one representative, each entitled to a single vote, appointed by each Participant. Other individuals from each Participant may attend Committee meetings as necessary; however, votes will only be received from the appointed representative (see Attachment D). All appointments should be made by July 1, 2017.

The Committee's first meeting for Phase VIII shall be convened by September 1, 2017 and chaired by the proposed Phase VIII Committee Chair. This Chair and any other officers will be selected by the Committee from among its members and formally elected during this meeting. Officer term length shall coincide with the duration of each Phase; however, officer transitions may occur throughout the Phase if needed and supported by a majority ruling. The Committee may also use this meeting to adopt any rules or procedures it deems necessary. Proposed Committee bylaws are provided in Attachment D.

The principal charge to the Committee is to oversee the Monitoring Project's timely execution and to ensure the responsible expenditure of public funds. The Committee shall have authority to modify the Monitoring Project's scope of work; to establish an annual budget; and to establish annual local costs (subject to the Participants' approval). The Committee may not acquire any real property pursuant to this Agreement.

The agreement with the Managing Agent attached hereto as Attachment E is hereby approved, and the Committee Chair is authorized to enter into said agreement on behalf of the Committee and the Participants. All actions by the Committee or the Managing Agent related to the administration or disbursement of monies shall be in accordance with all applicable State statutes and other rules of fiscal control applicable to local government units and/or Councils of Governments.

### Section 3. Funding of the Project

Participants do hereby enter into this Agreement with the intent of providing funds on an annual basis necessary for completing the Monitoring Project. Local Costs for the entire Phase VIII of the Monitoring Project will not exceed \$1,830,000 for technical services provided by USGS, and \$100,000 for administrative services provided by TJCOG, as outlined in Attachment B. The annual funding support provided by Participants for local fiscal years 2018 through 2022 shall be as shown in Attachment B, or as otherwise necessary to undertake the project as recommended by the Committee, provided, however, the funding level does not exceed the Participants' projected share of annual costs for FY 2018-22. If the Committee proposes to modify the Monitoring Project such that Total Local Costs exceed \$1,830,000, this Agreement must be amended in writing and signed by all parties. If the parties do not so amend this Agreement, the Monitoring Project may not be modified to increase Total Local Costs.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

Participants' local annual costs will be determined on or before March 1 preceding each local fiscal cycle for which funds are to be budgeted. Annual local costs will be payable on or before August 31<sup>st</sup> of the fiscal year for which they are budgeted. Payments will be made to the Managing Agent as herein designated. Failure to pay by August 31<sup>st</sup> will result in accrual of interest beginning September 1 at a rate of  $\frac{3}{4}$  of one percent per month (9% annual; over and above any limits on annual local costs).

Section 4. Terms of Agreement

- A. This agreement shall become effective July 1, 2017, and shall continue until the completion of the Monitoring Project, or until June 30, 2022, whichever is earlier, unless otherwise extended.
- B. Participants may withdraw from, or additional units of local government may join, this Agreement, effective July 1 of any year, provided they have given formal written notice to the Monitoring Project Committee Chair and the Managing Agent by February 1 of that calendar year. Written notice of withdrawal is deemed sufficient only if it is signed by a person in the same position as had signed this Agreement. Any Participant wishing to withdraw from the Monitoring Project that has not provided a formal written notice to withdraw by February 1 of that calendar year will be legally required to pay its agreed upon cost share as described in Attachment B.
- C. All matters relating to this contract shall be governed by the laws of the State of North Carolina, and venue for any action relating to this Agreement shall be performed in the Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
- D. In consideration of the signing of this Contract, the parties hereto for themselves, their agents, officials, and employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this contract.
- E. The parties agree that this Agreement is subject to the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and any contractor or subcontractor performing services because of this Agreement shall be required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- F. The parties by executing this Agreement certify that as of the date of this Agreement they are not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and they are in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. They shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.
- G. This Agreement may only be amended in writing and signed by all parties.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

- H. No party shall assign or transfer its interest in this Agreement without the written consent of all other parties.
- I. This Agreement shall be ratified by resolution of the governing board of each party.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

\_\_\_\_\_  
Renee Paschal County Manager  
Chatham County

ATTEST: \_\_\_\_\_

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

\_\_\_\_\_  
Vicki McConnell, Deputy County Manager/Finance Director

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

\_\_\_\_\_  
Bonnie B. Hammersley, County Manager  
Orange County

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Gary Donaldson, Chief Financial Officer  
Orange County

ATTEST: \_\_\_\_\_

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

\_\_\_\_\_  
Lance Olive, Mayor  
Town of Apex

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Drew Havens, Town Manager  
Town of Apex

ATTEST: \_\_\_\_\_

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

\_\_\_\_\_  
Sean R. Stegall, Town Manager  
Town of Cary

ATTEST: \_\_\_\_\_

**Certificate of Town of Cary Finance Director**

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

\_\_\_\_\_  
Karen Mills, Finance Director

\_\_\_\_\_  
Date

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

\_\_\_\_\_  
Thomas J. Bonfield, City Manager  
City of Durham

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
D. Ann Gray, City Clerk  
City of Durham

ATTEST: \_\_\_\_\_

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

\_\_\_\_\_  
Keith R. Herrmann, Finance Officer



TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

\_\_\_\_\_  
Eric Peterson, Town Manager  
Town of Hillsborough

ATTEST: \_\_\_\_\_

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

\_\_\_\_\_  
Phillip Cordeiro, Assistant Finance Director  
Town of Hillsborough

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

\_\_\_\_\_  
Ed Kerwin, Executive Director  
Orange Water and Sewer Authority

ATTEST: \_\_\_\_\_

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

\_\_\_\_\_  
Stephen Winters, Director of Finance  
Orange Water and Sewer Authority

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

ATTACHMENT A

**SUMMARY OF TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
PARTNERSHIP, AUGUST 1988 – JUNE 2017**

Due to reliance on surface water for water supply and the potential impact of growth on the quality of the region's water supply sources, local governments in the region recognize that water quality monitoring is crucial to the protection of the Triangle Area's surface water resources. In 1988, a number of local governments in the six-county region, with assistance from the Triangle J Council of Governments, formed the Triangle Area Water Supply Monitoring Project to systematically evaluate the quality of several water supply sources in the region. With assistance from the US Geological Survey (USGS), the Project has collected and analyzed water quality samples from reservoirs and streams and collected continuous discharge record from streams in the study area for nearly 30 years. These data, along with data collected by the North Carolina Division of Water Resources (DWR) and with data collected as part of a program of the USGS, the US Army Corps of Engineers, and the City of Durham, form a long-term comprehensive database on the quality of many of the area's water supply reservoirs and rivers, and selected tributaries to those water supplies.

In the last 30 years, concerns about water quality of the area's water supplies and the impact of development on reservoir eutrophication and contaminant concentrations have remained prominent, although specific concerns have changed. Monitoring initially focused on determining the occurrence of synthetic organic compounds in the water column and bed sediments; later monitoring and interpretive efforts focused on nutrient and sediment loads and trends. Issues such as the occurrence of disinfection by-products, microbial pathogens, and pharmaceutical and personal care products have also been addressed.

Throughout the history of the Project, the local government partnership has leveraged its local contributions with a major cost share match through a Joint Funding Agreement with the US Geological Survey. Phase I of the Project began with the execution of an interlocal agreement on August 18, 1988. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Carrboro, the Town of Cary, the Town of Chapel Hill, the City of Durham, the Town of Hillsborough, the Town of Pittsboro, the City of Raleigh, the City of Sanford, and the Town of Smithfield. Phase I concluded in June 30, 1991.

Phase II of the Project began on July 1, 1991 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Carrboro, the Town of Cary, the Town of Chapel Hill, the City of Durham, the Town of Hillsborough, the City of Raleigh, the City of Sanford, and the Town of Smithfield. The Town of Pittsboro had left the Project after Phase I. Phase II concluded in June 30, 1995.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
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Phase III of the Project began on July 1, 1995 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Carrboro, the Town of Cary, the Town of Chapel Hill, the City of Durham, the Town of Hillsborough, and the City of Sanford. The City of Raleigh and the Town of Smithfield had left the Project after Phase II. Phase III concluded on June 30, 1999.

During Phase III, the Town of Chapel Hill and the Town of Carrboro agreed that the Orange Water and Sewer Authority would enter into the same interlocal agreement on behalf of the Town of Chapel Hill and the Town of Carrboro to continue the Project from that point forward.

Phase IV of the Project began on July 1, 1999 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority. The City of Sanford had left the Project after Phase III. Phase IV concluded on June 30, 2003.

Phase V of the Project began on July 1, 2003 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, Wake County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, the Town of Morrisville, and the Orange Water and Sewer Authority. Wake County and the Town of Morrisville had joined the Project for Phase V. Phase V concluded on June 30, 2007. During Phase V, the City of Raleigh rejoined the Project with the execution of a confirmation of understanding effective on July 1, 2005.

Phase VI of the Project began on July 1, 2007 with the execution of a new interlocal agreement. At that time, the local government partnership consisted of Chatham County, Orange County, Wake County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, the City of Raleigh, the Orange Water and Sewer Authority, and the South Granville Water and Sewer Authority. The Town of Cary assumed the cost share and responsibilities of the Town of Morrisville, and the South Granville Water and Sewer Authority will joined the Project. The City of Raleigh, Wake County, and the South Granville Water and Sewer Authority withdrew from the Project in the 5<sup>th</sup> year of Phase VI. Phase VI concluded on June 30, 2012.

Phase VII of the Project began on July 1, 2012 with the execution of a new interlocal agreement. At that time, the local government partnership consisted of Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority. The Town of Cary assumed the cost share and responsibilities of the Town of Morrisville. Phase VII will conclude on June 30, 2017.

Phase VIII of the Project will begin on July 1, 2017 with the execution of a new interlocal agreement. At that time, the local government partnership is expected to consist of Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority. The Town of Cary will assume the cost share and responsibilities of the Town of Morrisville. Phase VIII will conclude on June 30, 2022.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

ATTACHMENT B

**TAWSMP ANNUAL COST SHARES FOR PHASE VIII:  
FY 2018 – FY 2022**

The annual cost for Phase VIII of the Triangle Area Water Supply Monitoring Project is \$615,000. The US Geological Survey will provide a forty-five percent cost share match of \$249,000. The Monitoring Project Partners' total annual cost for Phase VIII is the remaining \$366,000, plus \$20,000 for TJCOG services and support. The Monitoring Project Partners' individual annual cost shares are the sum of a base rate and a variable rate. The base rate is thirty percent of the total annual Monitoring Project Partners' cost, which is thirty percent of \$386,000, divided equally among the Monitoring Project Partners. The variable rate is seventy percent of the total annual Monitoring Project Partners' cost, which is seventy percent of \$386,000, multiplied by each Monitoring Project Partners' percentage of the total average annual water use during Fiscal Year 2015 for all Monitoring Project Partners.

<b>Project Partners</b>	<b>Average Annual Daily Water Use (mgd) <sup>1</sup></b>	<b>Share of Total Water Use</b>	<b>Base Rate Cost Share</b>	<b>Variable Rate Cost Share</b>	<b>Phase VIII Total Annual Cost</b>
Apex	3.970	7.1%	\$14,475	\$19,274	<b>\$33,749</b>
Cary (includes Morrisville)	17.200	30.9%	\$28,950	\$83,505	<b>\$112,455</b>
Chatham County	1.661	3.0%	\$14,475	\$8,064	<b>\$22,539</b>
Durham	24.580	44.2%	\$14,475	\$119,336	<b>\$133,811</b>
Hillsborough	1.315	2.4%	\$14,475	\$6,384	<b>\$20,859</b>
Orange County <sup>2</sup>	0.183	0.3%	\$14,475	\$890	<b>\$15,365</b>
Orange Water and Sewer Authority	6.745	12.1%	\$14,475	\$32,747	<b>\$47,222</b>
<b>Total</b>	<b>55.65</b>	<b>100%</b>	<b>\$115,800</b>	<b>\$270,200</b>	<b>\$386,000</b>

Notes:

1. Based on raw water withdrawals during CY 2015 as reported by the Partners in their Local Water Supply Plans.

2. Orange County's Average Annual Daily Water Use is based on the percentage of the Orange-Alamance Water System service area located within Orange County, as indicated in its 2015 Local Water Supply Plan.

Orange-Alamance Water System service area in Orange County = 30%

	<b>TJCOG Fee</b>	<b>Cost Shares</b>
<b>Local Annual Cost*</b>	<b>\$20,000</b>	<b>\$366,000</b>

\*Costs include ongoing water-quality monitoring, 10 stream gauges, and management fee.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
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ATTACHMENT C

Tables 1 and 2, below, are from the US Geological Survey's *Proposal to the Triangle Area Water Supply Steering Committee for Water Quality Monitoring and Assessment of Selected Streams and Reservoirs in the Triangle Area of North Carolina: Phase VIII of the Triangle Area Water Supply Monitoring Project, July 2017 through June 2022*.

**TABLE 1 – ROUTINE WATER QUALITY SAMPLING SITES AND CONSTITUENTS**

USGS station no.	Site Location	Sampled by	Near a supply intake	Stream-flow gage	No. USGS samples per year			
					Nutrients, Chl-a	Major ions (inc Br)	Metals, inc Cr III/ Cr VI	1-4, dioxane
STREAM SITES								
02085000	Eno River at Hillsborough, NC	USGS	--	yes	6	6	6	6
02096846	Cane Creek near Orange Grove, NC	USGS	--	yes	6	6	6	6
02097464	Morgan Creek near White Cross, NC	USGS	--	yes	6	6	6	6
0209782609	White Oak Cr at mouth near Green Level, NC	USGS	--	yes	6	6	6	6
RESERVOIR SITES								
0208480275	West Fork Eno Reservoir at dam near Cedar Grove, NC	USGS	yes	--	6	6	6	6
0208524845	Little River Reservoir at dam near Bahama, NC	USGS	yes	--	6	6	6	6
02086490	Lake Michie at dam near Bahama, NC	USGS	yes	--	6	6	6	6
0209684980	Cane Cr Reservoir at dam near White Cross, NC	USGS	yes	--	6	6	6	6
0209699999	Jordan Lake, Haw River arm near Hanks Chapel, NC	USGS	yes	--	6	6	6	6
0209719700	B. E. Jordan Lake, Haw River arm, above B. E. Jordan dam, NC	USGS	--	--	6	6	6	6
0209749990	University Lake at dam near Chapel Hill, NC	USGS	yes	--	6	6	6	6
0209768310	Jordan Lake at Buoy 12 at Farrington, NC	USGS	--	--	6	6	6	6
0209799150	Jordan Lake above US Hwy 64 near Wilsonville, NC	USGS	yes	--	6	6	6	6
0209801100	Jordan Lake at Bells Landing near Griffins Crossroads, NC	USGS	yes	--	6	6	6	6

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
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**TABLE 2 – STORM-EVENT-ONLY SAMPLING SITES AND CONSTITUENTS**

USGS station no.	Site Location and USGS station number	Sampled by	Stream-flow gage	No. USGS samples per year <sup>1</sup>			
				Nutrients, Chl-a	Major ions (inc Br)	Metals, inc Cr III/ Cr VI	1-4, dioxane
02085070	Eno River near Durham, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
0208521324	Little River at SR 1461 near Orange Factory, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
02085500	Flat River at Bahama, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
02096960	Haw River near Bynum, NC	DWR USGS	yes <sup>2</sup> (USACE)	1-2	1-2	1-2	1-2
02097314	New Hope Creek near Blands, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
0209741955	Northeast Creek at Sr 1100 near Genlee, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
02097521	Morgan Creek near Farrington, NC	DWR USGS	yes <sup>3</sup>	1-2	1-2	1-2	1-2
02098198	Haw R Below B. Everett Jordan Dam near Moncure, NC	DWR USGS	no <sup>4</sup>	1-2	1-2	1-2	1-2

<sup>1</sup> Sites will be sampled at various frequencies throughout Phase VIII; up to ten samples among these sites will be collected each year

<sup>2</sup> Gage funded through separate agreement with agency shown in parentheses

<sup>3</sup> Streamflow from a nearby gage, USGS site number 02097517

<sup>4</sup> Stage-only gage; Streamflow computed from USACE reservoir-release records

**TABLE 3 - STREAMGAGING STATIONS FUNDED BY THE TAWSMP**

USGS station number	Site location
02085000	Eno River at Hillsborough, NC
02085070	Eno River near Durham, NC
0208521324	Little River at SR 1461 near Orange Factory, NC
02085500	Flat River at Bahama , NC
02096846	Cane Creek near Orange Grove, NC
02097314	New Hope Creek near Blands, NC
0209741955	Northeast Creek at Sr 1100 near Genlee, NC
02097464	Morgan Creek near White Cross, NC
02097517	Morgan Creek near Chapel Hill, NC
0209782609	White Oak Cr at mouth near Green Level

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
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ATTACHMENT D

**MEETING AND DECISION MAKING BY-LAWS  
for the  
TRIANGLE AREA WATER SUPPLY MONITORING PROJECT**

ARTICLE I- MEETINGS OF THE STEERING COMMITTEE

- 1. Meeting Frequency:** Regular quarterly meetings of the Steering Committee shall be held on such date and at such time and place as may be set by the Steering Committee. In addition, the Steering Committee may conduct additional regular meetings at such times and places as the Steering Committee shall determine. All meetings will be held in accordance with North Carolina open meetings statutes.
- 2. Notice of Meetings:** Notice of each meeting of the Steering Committee shall be in writing, shall state the place, day and hour of the meeting and, in the case of a special meeting, shall state the purpose or purposes for which such meeting is called. Each such notice shall be given in accordance with the State of North Carolina's open meetings laws. All notices shall be delivered by email to Steering Committee representatives.
- 3. Proxy:** A representative may be represented at any meeting or meetings of the Steering Committee or vote and exercise any other rights at any meeting by proxy or proxies appointed in writing signed by such representative and delivered by email, mail or facsimile to the Managing Agent at the time of such meeting.
- 4. Voting:** The action of a simple majority of the representatives present and voting at a meeting at which a quorum (see below) is present shall be the action of the Steering Committee. Each Participant shall be entitled to one (1) representative and one (1) vote on any matter coming before the Steering Committee of the partnership.
  - (a) Quorum:** A quorum shall consist of at least one-half of the Steering Committee representatives, each one representing a different Participant, present in person or by proxy. A majority of the Steering Committee representatives present at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time until a quorum is present. The Steering Committee may act by consensus or majority vote of the representatives present. Voting may take place by email, by telephone conference, by facsimile, by written ballot, or by vote at a duly called meeting. Once a quorum is present at a meeting, the exiting or abstention of any representative shall not remove such quorum and all business which otherwise could have been conducted at such meeting may continue to be conducted.
- 5. Rules of Order:** All meetings shall be conducted according to Robert's Rules of Order, newly revised, except as otherwise noted in these By-laws.



TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
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ARTICLE II- AMENDMENTS TO BY-LAWS

Amendments to these by-laws may be approved by an affirmative vote of the majority of the Steering Committee, provided written notice of the proposed changes have been provided to all representatives at least thirty (30) days prior to the vote being taken. Amendments shall take effect immediately upon their adoption unless specified otherwise in the amendment.

ARTICLE III- ADOPTION OF BY-LAWS

The TAWSMP Steering Committee has approved these By-laws on the \_\_\_\_day of \_\_\_\_\_ in the year \_\_\_\_\_, by a vote of \_\_\_\_ for to \_\_\_\_ against.

BY:

ATTEST:

\_\_\_\_\_  
Sydney Miller, Chair  
City of Durham

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jeff Adkins, Vice Chair  
Town of Cary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David Hardin  
Town of Apex

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Brian Burkhart  
Chatham County

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kenny Keel  
Town of Hillsborough

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tom Davis  
Orange County

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kenneth Loflin  
Orange Water And Sewer Authority

\_\_\_\_\_  
Witness

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
INTERLOCAL AGREEMENT

ATTACHMENT E

AGREEMENT BETWEEN THE  
TRIANGLE AREA WATER SUPPLY MONITORING PROJECT STEERING COMMITTEE  
AND  
TRIANGLE J COUNCIL OF GOVERNMENTS  
REGARDING THE OVERALL MANAGEMENT OF THE  
WATER QUALITY MONITORING PROJECT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Triangle Area Water Supply Monitoring Project Steering Committee, hereinafter called the Committee, and the Triangle J Council of Governments, hereinafter called the Managing Agent.

WHEREAS, Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority (hereinafter called the “Participants”) have entered into an Interlocal Agreement effective July 1, 2017 for the purpose of facilitating a water quality monitoring project for the Triangle Area surface water supplies, hereinafter called the “Project;” and

WHEREAS, those counties, municipalities and authorities have created a Steering Committee and empowered the Chair to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Committee and Managing Agent hereby mutually agree as follows:

**Section 1. Purpose**

The purpose of this Agreement is to provide for the overall administration of the Project.

**Section 2. Scope of Services**

The Managing Agent shall perform the tasks necessary for overall Project administration. The Managing Agent will act on the Committee’s behalf in all of the Committee’s contractual agreements.

The general procedure that will be followed will be one of day to day management and oversight of the Project by the Managing Agent, performed within the context of regular consultation with Committee members and other technical advisors and contractors to the Project.

The Managing Agent agrees to provide the services hereinafter set forth:

- A. Collaboration with the Project’s technical contractors to review and provide input on products, reports, and other documents, create informational materials, and to relay pertinent information to the Steering Committee and Participants as needed;
- B. Day to day oversight of the Project’s contracts and agreements, ensuring that objectives are achieved and milestones are met according to contract/agreement specifications;

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
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- C. Maintenance of the Project's financial records and other bookkeeping activities, including the collection of local funds committed to the Project and payment of contractors;
- D. Maintenance of records to ensure compliance with all applicable State statutes and other rules of fiscal control applicable to local government units;
- E. Staff support to the Project Steering Committee, including meeting room facilities, announcements and minutes;
- F. Periodic written and verbal reports of progress toward the Project's overall objectives, as stated in Section 1 of the July 1, 2017 Interlocal Agreement, including quarterly progress reports;
- G. Liaison between the Committee and its technical consultants regarding any modifications that may be needed to better meet those objectives; and
- H. Preparation of a draft Annual Administrative Workplan that will clearly define expectations, deliverables and schedule milestones for the subsequent fiscal year. A draft Workplan will be provided by the Managing Agent to the Committee for their consideration by April 1 prior to the beginning of the applicable fiscal year.
- I. Participation in any Committee annual performance review of the Managing Agent.
- J. Other staff support services to assist the Committee in its primary charge of overseeing the Project's timely execution and insuring the responsible expenditure of public funds. This will include working with the Committee to expand the Participant base for the Project, the creation and maintenance of an online document sharing portal for all TAWSMP products, reports, and other information, and any other efforts as determined by a vote of the Committee and included in the adopted Annual Administrative Workplan, and which would not detract from providing the services enumerated in Section 2, Parts A through G above.

**Section 3. Time of Performance**

The services of the Managing Agent will commence on July 1, 2017, and will terminate upon completion of the Project, or on June 30, 2022, whichever is earlier, unless otherwise extended.

**Section 4. Compensation**

The total compensation to be paid for services outlined in Sections 2 of this Agreement will be \$100,000, payable according to the following schedule unless the Committee invokes by majority vote the Fund Withholding Provision of this section:

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
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June 30, 2018:	\$20,000
June 30, 2019:	\$20,000
June 30, 2020:	\$20,000
June 30, 2021:	\$20,000
June 30, 2022:	<u>\$20,000</u>
Total	\$100,000

All payments shall be made to the Managing Agent from the annual funding support provided by the Participants in the Project.

The Project Steering Committee may review the performance of the Managing Agent as necessary to ascertain fulfillment of work plan obligations. The Committee may, by majority vote, make a determination that Managing Agent is deficient in providing one or more services enumerated in Section 2. In making such a determination, the Committee shall provide written notice to Managing Agent specifying:

1. In which of the enumerated services there is a deficiency,
2. The funded activity in the Annual Administrative Work Plan which is deficient and the specific nature of the deficiency,
3. The steps Managing Agent needs to take to remedy the deficiency, and
4. The deadline by which the remedy needs to be achieved.

If, after the deadline, the Committee by majority vote determines that the deficiency has not been satisfactorily remedied, the Committee may withhold ten percent of the Managing Agent's compensation for the Fiscal Year covered by the Annual Administrative Work Plan. In the event that Participants have already paid the total annual compensation for the fiscal year, Managing Agent shall return ten percent of the compensation to each Participant.

**Section 5. Suspension or Termination**

Either party may suspend or terminate this Agreement upon 60 days written notice in whole or in part for cause. Cause shall include the following:

- A. Ineffective or improper use of funds;
- B. Failure to comply with the terms and conditions of this Agreement; and
- C. If for any reason the carrying out of this Agreement is rendered impossible or infeasible, including inability of Participants or any one Participant to provide adequate funding.

If the Committee withholds payment, it shall advise the Managing Agent and specify in writing the actions that must be taken and a reasonable date for compliance as a condition precedent to the resumption of payments. If the Committee or the Managing Agent intends to suspend this Agreement, it shall advise the other party and specify in writing the actions that must be taken and a reasonable date of compliance in order to avoid suspension of the Agreement. Upon receipt of notice of termination Managing Agent shall immediately cease all services and meet with the Committee to determine what services, if any, shall be required to bring the Project to a reasonable termination in accordance with the Committee's request.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
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**Section 6. Access to Records**

The Managing Agent shall maintain all official Project records and documents during the Project. The Committee shall have access to any books, documents, papers and records of the Managing Agent, which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

**Section 7. Interest Earned on Committee Revenues**

The Managing Agent shall place the interest earned on the revenues received from August 9, 1988 until the end of the Project into a deferred revenue account. This account shall offset expenses in the final year of the Project or shall be applied to unforeseen Project expenses, as determined by the Committee.

**Section 8. Additional Terms**

- A. Contract may only be amended in a writing signed by the parties.
- B. Managing Agent shall not assign or transfer its interest in, nor delegate its duties under this Agreement.
- C. This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions related to Contract shall be brought in Wake County N.C. as defined in Section 4 of the Interlocal Agreement.
- D. The parties agree that this Agreement is subject to the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and any contractor or subcontractor performing services because of this Agreement shall be required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- E. The parties by executing this Agreement certify that as of the date of this Agreement they are not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and they are in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. They shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.
- F. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

By:

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Sydney Miller, Chair, Triangle Area Water Supply Monitoring Project Steering Committee

By:

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Lee Worsley, Executive Director, Triangle J Council of Governments



# Chatham County, NC

## Text File

File Number: 17-2097

**Agenda Date:** 4/17/2017

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Vote to approve the Lease to Liberty Chapel Church of Moncure the old Town Square of the former Town of Haywood for use as a Public Park.

Action Requested: Vote to approve Lease.

Introduction & Background:

In 2013, Liberty Chapel Church requested that the County consider leasing the old town square in the former town of Haywood to the church to be used as a public park. In January, 2014, a resolution was presented to the State who retained ownership, and the Board of Commissioners of Chatham County stated it believes that the Haywood Town Square property can and should be used by Chatham County to provide additional and needed recreational activities in the southeastern part of Chatham County and asked that the town square be conveyed back to the county. On October 13, 2015, the State conveyed the Town Square back to Chatham County. The County intends to lease the property to Liberty Chapel Church., ("the Tenant") for the sole purpose of operating a public park to be used by all citizens and residents of Chatham County at no cost or charge to the County or its citizens and residents. The term of the lease is 20 years ending on December 31, 2037. In addition to its obligation to operate a public park, Tenant shall pay an annual rent of \$1.00.

Discussion & Analysis:

Budgetary Impact: N/A

Recommendation: Vote to approve Lease to Liberty Chapel Church.

**NORTH CAROLINA**

**LEASE AGREEMENT**

**CHATHAM COUNTY**

**THIS LEASE AGREEMENT** (this "Lease"), made and entered into this \_\_\_\_ day of April 2017, by and between **CHATHAM COUNTY**, a body corporate and politic of the State of North Carolina (hereinafter "Landlord") and **LIBERTY CHAPEL CHURCH**, a non-profit entity, having its principal place of business in Chatham County, North Carolina (hereinafter "Tenant");

**W I T N E S S E T H:**

**WHEREAS**, Tenant has requested that Landlord lease to Tenant real property (hereinafter described) known as the Town Square of the former Town of Haywood, Chatham County, North Carolina so that Tenant may use the same as a Public Park (the "Public Park" or the "Public Park Site"); and

**WHEREAS**, Landlord has authority to appropriate funds and lease property to any person, firm, or corporation to carry out any public purpose Landlord itself is authorized to engage in; and

**WHEREAS**, Landlord, is authorized to provide, acquire, construct, equip, operate, and maintain public parks, playgrounds, and recreation facilities for the benefit of the citizens and residents of Chatham County; and

**WHEREAS**, Landlord has agreed to lease the said real property to Tenant to be used by Tenant solely as a Public Park for the citizens and residents of Chatham County and has determined that the agreement of Tenant to use of the property solely as a Public Park at no cost or charge to Landlord or the citizens and residents of Chatham County is sufficient consideration for this Lease; and

**WHEREAS**, Tenant has agreed to equip, operate, and maintain, the Public Park;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements herein set forth, the parties agree as follows:

1. **PREMISES**. Landlord hereby leases and lets unto Tenant and Tenant hereby takes and hires from Landlord upon and subject to the terms, conditions, covenants, and provisions hereof, the parcel of real estate located in the former Town of Haywood, North Carolina, as more definitely described as the "Public Square" or "Town Square", on the attached Appendix 1, which is by reference hereto made a part hereof (hereinafter the "Premises").
2. **ACCEPTANCE OF PREMISES BY TENANT**. Tenant has examined and inspected the Premises and found the same to be suitable for Tenant's use as a Public Park. BY THE EXECUTION OF THIS LEASE, TENANT SHALL BE DEEMED TO HAVE ACCEPTED THE PREMISES IN AS-IS CONDITION (AS OF THE COMMENCEMENT DATE) AND ACKNOWLEDGES THAT LANDLORD HAS

MADE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, OR OTHERWISE) WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY LANDLORD.

3. TITLE: Landlord has only such right, title and interest in and to the Premises as was conveyed to it by the State of North Carolina by deed dated October 13, 2015, and recorded in Book 01822, Page 0609, and Chatham County Registry.
4. USE AS A PARK. The Premises shall be used by Tenant as a Park and for no other purpose or purposes.
5. TERM. The term of this Lease shall commence on the \_\_\_\_ day of April, 2017 (the "Commencement Date") and shall exist and continue for a term of TWENTY (20) years until the 31<sup>st</sup> day of December, 2037, unless terminated as hereinafter provided.
6. LANDLORD'S RIGHT TO TERMINATE: Notwithstanding any other provision of this Lease, Landlord, upon Ninety (90) days prior written notice to TENANT, shall have the right to terminate this Lease at any time during the term.
7. RENT. Tenant shall pay Landlord rent of One Dollar (\$1.00), due and payable for the term entire on or before the Commencement Date.
8. OPERATION OF PUBLIC PARK. The Park Site shall be operated by Tenant solely as a Public Park for use by all of the citizens and residents of Chatham County at no cost or charge to Landlord or its citizens and residents, and Landlord shall have no responsibility, obligation, duty, control, or authority with respect to the operation of the same.
9. UTILITY EXPENSES. Tenant shall contract in its own name and pay for all utilities and other services furnished to the Premises.
10. IMPROVEMENTS, REPAIRS, ADDITIONS, REPLACEMENTS.
  - (a) Tenant shall not make any additions or improvements to the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. All improvements to the Premises done by the Tenant shall attach to the real estate and become the property of Landlord.
  - (b) Tenant shall at all times during the term and all extensions of this Lease, and at its own cost and expense, keep and maintain in good condition and repair the Park and the Premises and any other improvements thereon, whether structural or otherwise, located on the Premises, and shall exercise reasonable care to prevent waste, damage or injury to any of the same.
  - (c) Tenant will not cause or permit any hazardous or toxic substance to be brought upon, kept or used in or about the Premises, whether by the Tenant, its agents,



employees, contractor, or invitees, unless same will be used, kept and stored in a manner that complies with federal and state laws regulating any such hazardous or toxic substance so brought upon or used or kept in or about the Premises. If a violation of the foregoing occurs, the Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines and losses (including, without limitation, diminution in value of the Premises, and attorney's fees). Indemnification of the Landlord by the Tenant shall include but not be limited to any cost incurred in connection with site investigation, clean-up, remedial, removal or restoration work required by any federal, state or local government agency as a result of contamination by the Tenant, a sublessee, its agents, employees, contractors or invitees.

As used herein, the term "toxic or hazardous substances" means any toxic or hazardous substance, material or waste which is or becomes regulated by any local government authority, the State of North Carolina, or the United States Government, including but not limited to such materials and substances as are regulated under the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. 9601 et seq. and as regulated under the North Carolina Oil Pollution and Hazardous Substances Control Act.

- (d) On the expiration or sooner termination of this Lease, Tenant shall quit and surrender the Premises, remove all Tenant owned property, if any, and return the same to Landlord in the same or better condition that existed on the date hereof, ordinary wear and tear excepted.

#### 11. REQUIREMENTS OF PUBLIC AUTHORITY.

- (a) Tenant shall, at its own cost and expense, promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules, and regulations of any governmental authority affecting the Premises or any part thereof, whether the same are in effect at the commencement of the term of this Lease or may in the future be passed, enacted or directed. Tenant shall pay all fines, penalties, and fees levied upon or suffered by Landlord, which arise out of or occur from the failure of the Tenant to comply with the covenants of this Section.
- (b) Tenant shall have the right to contest by legal proceedings diligently conducted in good faith, in the name of the Tenant and/or Landlord (provided Landlord's prior written consent is given to the use of Landlord's name), without cost or expense to the Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in the preceding paragraph except for any such law, ordinance, rule, regulation or requirement enacted, adopted, or enforced by the Landlord acting in its capacity as a North Carolina county government.
- (c) If Landlord's consent is given, Landlord shall execute and deliver any appropriate papers or other instruments which may be reasonably requested by Tenant to contest the validity or application of any such law, ordinance, order, rule,

regulation or requirement, and to fully cooperate with Tenant in such contest as provided in subparagraph (b) of this paragraph.

12. COVENANT AGAINST LIENS. If, because of any act, or omission of Tenant, any mechanic's or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice from Landlord to Tenant of the filing thereof, and Tenant shall indemnify and save harmless Landlord against all costs, liabilities, claims, and demands resulting therefrom.
13. ACCESS TO PREMISES. Landlord or Landlord's agent shall have the right, but not the obligation, to enter upon the Premises at any reasonable times to inspect and examine the same.
14. ASSIGNMENT AND SUBLETTING. Tenant may not assign, or sublet, either in whole or in part, mortgage or otherwise encumber this Lease or its interest herein without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. In the event Landlord consents to an assignment or sublease, Landlord, as a condition to its consent, may require the assignee or sublessee to assume the liabilities set forth herein and pay an assumption fee and all other expenses, including attorney fees, incurred by Landlord.
15. SIGNS. Subject to the prior written approval of Landlord, Tenant shall have the right to install, maintain and replace signs upon the Premises, provided the same comply with all sign ordinances and any conditions stated by Landlord in writing and delivered to Tenant, as the same may be changed or modified from time to time. All costs of the signs, including permits, will be paid by Tenant, and such signs placed upon the Premises will be removed by Tenant at its cost at the expiration or earlier termination of this Lease.
16. INDEMNITY. Tenant shall indemnify, defend and save harmless Landlord from and against any and all claims, costs, expenses (including, without limitation, reasonable attorney fees and the cost of investigations and experts), damage, penalty or judgment arising from injury to persons or property sustained on and about the Premises. Tenant shall at its own cost and expense defend any and all suits or actions, including appeals, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such aforementioned matter or claim except suits or actions which arise or occur solely as a result of the acts of Landlord, its officers, agents or employees.
17. INSURANCE.
  - (a) Tenant shall and keep in full force and effect during the term of this Lease comprehensive general liability insurance with an insurance company or companies licensed to do business in the State of North Carolina and approved by Landlord in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to injury or death to any one person, Five Hundred Thousand Dollars (\$500,000.00) with respect to injury or death to more than one person in any one accident or occurrence, and Fifty Thousand Dollars

(\$50,000.00) with respect to damages to property. Such policy or policies shall include Landlord as an additional insured party. The amounts of insurance specified in this subparagraph (a) shall increase on the tenth (10<sup>th</sup>) anniversary of the Commencement Date by the percentage increase in the Consumer Price Index since the Commencement Date.

- (b) All such insurance carried by Tenant shall name Landlord as an additional insured and shall provide that the same cannot be modified or canceled without thirty (30) days written notice to both parties, and shall waive any right of subrogation against Landlord or Tenant. Tenant shall furnish proof to Landlord annually of all such insurance and the renewal of the same.

18. QUIET ENJOYMENT. Tenant, upon paying the rent and all other sums and charges required by it to be paid as herein provided, and observing and keeping all covenants, warranties, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term hereof without any hindrance or molestation by anyone claiming under, by, or through Landlord.

19. DEFAULT OF TENANT. If Tenant shall fail to keep and perform any covenant or obligation of this Lease and shall continue in such default for a period of thirty (30) days with respect to any default after Landlord has given Tenant written notice of such default and demand of performance, then Landlord may:

- (a) Enter into the Premises or any part thereof and expel Tenant or any person occupying the same in order to repossess and enjoy said Premises as in Landlord's former estate, and hold Tenant responsible for the cost of performing any covenant or obligation hereunder not performed by Tenant;
- (b) Exercise its rights under subparagraph (a) above and re-let the Premises, applying the rent collected from the new Tenant toward the cost of performing Tenant's obligations and covenants;
- (c) Terminate this Lease; or
- (d) In addition to the foregoing, Landlord may pursue the rights and remedies accorded to it under applicable law or Landlord may do nothing and shall not waive any of its rights and remedies by such inaction. Upon default, Tenant hereby expressly waives notice to quit possession and such other formalities or conditions as may be required by law.

20. WAIVERS. Failure of Landlord to complain of any act or omission on the part of Tenant no matter how long the same shall continue shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

21. NOTICES. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and either personally delivered or sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address shown as follows:

**To the Landlord:**

Chatham County  
Chatham County Manager  
Post Office Box 1809  
Pittsboro, North Carolina 27312

**To the Tenant**

Liberty Chapel Church  
Attention: Pastor  
Post Office Box 345  
Moncure, North Carolina 27559

The parties shall be responsible for notifying each other of any change of address.

22. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease or the application thereof at any time to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
23. EMINENT DOMAIN. If the whole or any part of the Premises shall be acquired or condemned by eminent domain or like power for any public or quasi-public use or purpose which renders the Premises unusable by Tenant then this Lease shall terminate effective on the date possession thereof shall be taken. Such termination, however, shall be without prejudice to the right of either Landlord or Tenant to recover compensation and damages caused by the taking from the condemnor. Neither party shall have any rights in any award made to the other party by any condemnation authority.
24. ENTIRE AGREEMENT. No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representation or agreement other than those contained in this Lease.

This Lease with Appendix 1 attached hereto contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner than in writing signed by the parties hereto or their respective successor.

25. SUCCESSORS. All rights and liabilities herein given to, or imposed upon Landlord and Tenant shall extend to and bind the respective successors and assigns of Landlord and Tenant, provided any successor or assignee of Tenant must be approved in writing by Landlord, which approval may be withheld in Landlord's sole and absolute discretion.

**IN WITNESS WHEREOF**, the Landlord and Tenant have set their hands and seals this the day and year first above written.

LANDLORD:

CHATHAM COUNTY

By: \_\_\_\_\_  
Renee F. Paschal, County Manager

TENANT:

LIBERTY CHAPEL CHURCH

\_\_\_\_\_  
Norma Bryant, Chair

NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that Renee Paschal personally appeared before me this day and acknowledged that she is the County Manager of Chatham County, North Carolina, and she as County Manager, being authorized to do so, executed the foregoing instrument on behalf of the said County.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of North Carolina

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

(Affix Notary Seal)

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

NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that Norma Bryant personally appeared before me this day and acknowledged that he/she is the Chairperson of Liberty Chapel Church and as Chairperson, being authorized to do so, executed the foregoing instrument on behalf of Liberty Chapel Church.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public in and for the State of North Carolina

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

## Appendix 1

Lying and being in the former Town of Haywood, Chatham County, North Carolina, and more particularly described as follows:

Being all of the parcel or tract of land identified as “PUBLIC SQUARE” (also known as “Town Square”) of the Town of Haywood, containing five (5) acres, more or less, shown and described on a map of the Town of Haywoodsborough surveyed and laid off by Johnathan Lindey in 1799, a copy and tracing of which map dated August 31, 1908 is recorded in the Office of the Register of Deeds of Chatham County in Plat Book 8 at page 18, said parcel or tract of land being further described as Chatham County tax parcel number 90444 (PIN 9687-18-7167).

SUBJECT TO the rights of others in and to existing rights of way and easements located on the above described property.

For reference see: Book L, Page 343, Chatham County Registry; Laws of North Carolina: (i) 1796, Chap. 47, (ii) 1796, Chap. 21, (iii) 1797, Chap. 48, (iv) 1800, Chap. 42; Private Law 1905, Chap. 170; Public Law 1915, Chap. 105 and Public Law 1921, Chap. 48.



# Chatham County, NC

## Text File

File Number: 17-2057

Agenda Date: 4/17/2017

Version: 2

Status: Approval of Agenda  
and Consent Agenda

In Control: Planning

File Type: Agenda Item

### Agenda Number:

Vote on a request to approve the Chatham County Alcoholic Beverage Control Board for a general legislative rezoning on Parcel No. 11417 located on the Moncure Pittsboro Road from R-5 and R-1 Residential zoning to NB Neighborhood Business, being approximately 0.957 acres, Haw River Township.

### Action Requested:

A request by the Chatham County Alcoholic Beverage Control Board for a general legislative rezoning on Parcel No. 11417 located on the Moncure Pittsboro Road from R-5 and R-1 Residential zoning to NB Neighborhood Business, being approximately 0.957 acres, Haw River Township.

### Introduction & Background:

A legislative public hearing was held on February 20, 2017. Planning staff introduced the request and the applicant's attorney, Patrick Bradshaw, provided a presentation. No one signed up for public input.

The Planning Board discussed this item during their regularly scheduled meeting on March 7, 2017. Planning staff provided them with comments received from a resident in the community opposing the rezoning. It was noted the citizen was not an adjacent landowner but did live in the area. The opposition to the rezoning was specific to an ABC store. It was explained that the request was for a general use rezoning and the board had to consider all of the uses that are allowed in the Neighborhood Business district. The board also discussed that two parcels were rezoned to the same designation in 2016 and this was adjacent to that property.

### Discussion & Analysis:

The property under consideration for rezoning is currently zoned R-5 and R-1, Residential with a majority of the property zoned R-5. The allowed uses in these districts are residential and the minimum lot sizes are one dwelling unit per five acres average, with no lot smaller than three acres, in the R-5 district and one dwelling unit per 40,000 square feet in the R-1 district. The requested zoning of Neighborhood Business (NB) is "meant to serve a small retail market, roughly equivalent to the trade area of a small (40,000 square foot) grocery store and limited ancillary services. No building within this district shall exceed 40,000 square feet and the cumulative building square footage shall not exceed 160,000." Since this is a general use rezoning



request, the Planning Board and Commissioners must consider all uses that would be allowed within the NB district.

Section 19 of the Chatham County Zoning Ordinance outlines four standards that must be addressed for this type of zoning map amendment.

1. In response to any alleged error in the Ordinance, if any, which may be remedied by this proposed amendment, the applicant claims none.

2. The changed or changing conditions, if any, in the area or in the County generally, which make the proposed amendment reasonably necessary for the promotion of the public health, safety, and general welfare. There are currently five other parcels in this immediate area that have received non-residential rezoning approvals that include B-1, Business and NB, Neighborhood Business. Because the area in which this property is located has been viewed as having potential for business use, as noted in the Land Use Development Plan, properties have been rezoned to business classifications.

Mr. Bradshaw stated at the public hearing the applicant's attempted to negotiate a contract for this property when the other two properties were placed under contract but the landowner was not ready to sell. This parcel could be used as an access drive, which would move it further from the US 1 interchange which is safer and provides better traffic flow.

3. The manner in which the proposed amendment will carry out the intent and purpose of any adopted plans. The adopted Land Conservation and Development Plan encourages the creation of Economic Development Centers. The Moncure-Haywood area is specifically noted as a location to build on access to highways and existing industry, and commercial uses. This property is adjacent to the property that was rezoned to Neighborhood Business in October 2016 and that fronts on US 1, and has access to the county water system.

**Planning Board member Elza noted the location to the interchange with US 1 makes this a prime area for commercial development and the impervious surface limit is fine.**

The property is also located within the RCSA (River Corridor Special Area) watershed district and is limited to 36% impervious surface without the use of curb and gutter. The RCSA district does allow for up to 50% impervious surface with approval of a special non-residential intensity allocation (SNIA). Although the properties are located within 2,500 feet of a major river, this is a less restrictive than RC (River Corridor). As a result, there are fewer limitations on the types of non-residential uses allowed than are listed in River Corridor district. The impervious surface limitations aid in the protection of water resources and environmental protection.

**Planning Board member Weakley still had concerns about ground water protection and impervious surface limit being too high due to the proximity to the Deep River.**

4. Other circumstances, factors, and reasons which the applicant offers in support of the proposed amendment. Neighborhood Business is the least intensive business district provided in the Zoning Ordinance and the RCSA watershed district also allows more flexibility than River Corridor. The use also continues the promotion of expanding businesses in the Moncure-Haywood area, as provided in the Land Conservation and Development Plan.

It is the opinion of the Planning Department all standards are being or will be met through permitting requirements and therefore the rezoning request should be approved. The Planning Board by a 7-1 vote recommends approval of the following consistency statement - "It is the opinion of the Planning Board that the rezoning request to rezone Parcel No. 11417, being 0.957 acres, is consistent with the goals and objectives of the Land Use Plan of Chatham County. Specifically, the Plan seeks to support the creation of Economic Development Centers in the Moncure-Haywood area and further supports efforts in the protection of surface and ground waters by limiting the amount of impervious surface allowed on the properties." The Planning Board by a 7-1 vote recommends approval the rezoning from R1, Residential, to NB, Neighborhood Business.

**Recommendation:**

The Planning Board (by 7-1 vote) recommends adoption of a resolution approving the following consistency statement:

**It is the opinion of the Planning Board that the rezoning request to rezone Parcel No. 11417, being 0.957 acres, is consistent with the goals and objectives of the Land Use Plan of Chatham County. Specifically, the Plan seeks to support the creation of Economic Development Centers in the Moncure-Haywood area and further supports efforts in the protection of surface and ground waters by limiting the amount of impervious surface allowed on the properties.**

The Planning Board (by 7-1 vote) recommends adoption of an ordinance approving the request by the Chatham County Alcoholic Beverage Control Board for a general legislative rezoning on Parcel No. 11417 located on the Moncure Pittsboro Road from R-5 and R-1 Residential zoning to NB Neighborhood Business, being approximately 0.957 acres, Haw River Township.



# Chatham County, NC

## Text File

File Number: 17-2110

**Agenda Date:** 4/17/2017

**Version:** 1

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

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

**File Type:** Agenda Item

### Chatham County Agriculture and Conference Center(CCACC) Policy Revisions

Action Requested: Approve the latest revision to the CCACC Policy

Introduction & Background: The Chatham County Agriculture and Conference Center (CCACC) Policy was approved at the November 14, 2016 BOC meeting. Staff has advised that additional revisions to the policy may be needed based on reviewing current business practices, requests, or trends. As a result, the latest revision is as follows:

Under the General Information Section, Rule # 6:

**Remove** "All food and/or beverages served, offered and/or sold in any part of CCACC's premises must be provided and served by an approved caterer."

**Add** "Event hosts may provide individually wrapped, prepackaged snacks and individual plastic bottled or canned drinks."

Discussion & Analysis: This will allow event host to have an alternative method to provide snacks to event attendees without having to obtain a caterer. Risk for food illness will be minimized due to the snacks and beverages being prepackaged. Event hosts should take proper precaution to ensure that prepackaged snacks have a non-expired "best by" date.

Budgetary Impact:

Recommendation: Approve revisions to the CCACC Policy



# Chatham County Agriculture & Conference Center (CCACC) Rental Policy

## Key Meeting and Exhibit Space:

Exhibit Hall – 6,000 square feet; one large room, can be divided into 1/2 or 1/4 sections

Whole Room – 380 (seated with round or rectangle tables), 800 chairs

Front Half Room – 200 (seated with round or rectangle tables), 400 chairs

Quarter Section – 90 (seated with round or rectangle tables), 150 chairs

Four Meeting Rooms -32 (seated with round or rectangle tables), 47 chairs per room

Pre-function Lobby Area – Reception items, food stations, booths and/or registration

## Group Designations & Booking Guidelines

1. NC Cooperative Extension, Soil & Water Conservation, NC Forest Service, USDA Farm Service Agency, Natural Resources Conservation Service, and Central Carolina Community College. No charge and may reserve events 13 months in advance.
2. Internal county departments. No charge (excludes events with catering) and may reserve up to 90 days in advance. For events reserved more than 90 days ahead, the regular fee schedule applies.
3. Chatham County nonprofit organizations (with a valid 501c3, 501c6, and/or county-funded organizations) may rent the venue at nonprofit rates. Venue rental is subject to availability and can be reserved a maximum of 6 months in advance; more than 6 months ahead, the regular fee schedule applies.
4. Private groups. Regular fee schedule applies and may be reserved 12 months in advance.

## General Information

1. The venue is available for rental (based on calendar availability via CCACC calendar software) with a signed contract and deposit. Proof of liability insurance and alcohol permits are required when alcohol is served.
2. Rental contracts will be entered into with adults only, 18 or older, and 21 or older when beer/wine/liquor is served.
3. CCACC is tobacco-free.



#### General Information- continued

4. Any items that require attachment to the walls and/ or fixtures may be affixed using blue painter's tape with prior consent of the Event Coordinator. Unapproved items will be removed.
5. Outdoor events require a special event application. Please click the link below for the application.  
<http://www.chathamnc.org/Index.aspx?page=1307>
6. CCACC offers a list of approved caterers for your convenience. All contracts for food and beverage provisions are made by the client directly with the approved caterer. CCACC maintains all rights to provide coffee and refreshment break services. ~~All food and/or beverages served, offered and/or sold in any part of CCACC's premises must be provided and served by an approved caterer.~~ **Event hosts may provide individually wrapped, prepackaged snacks and individual plastic bottled or canned drinks.**
7. Event Hosts are encouraged to use Chatham County vendors (florists, special event companies, tents, transportation, lighting, etc.). All vendors must have a valid license and/or proper permits to operate, all in good standing with Chatham County. See CCACC website for a list of resource vendors
8. CCACC staff reserves the right to enter any and all areas to enforce the rules and limit the number of people in the area.
9. Noise Ordinance: The Town of Pittsboro's noise ordinance must be followed by all CCACC guests: See [Appendix I](#)
10. The Event Coordinator will provide tours and walk-throughs by appointment only.
11. All events are subject to policies listed in the event contract issued prior to the event.
12. All policies and procedures related to room rentals are subject to change without notice.
13. CCACC prohibits animals, insects, and reptiles inside the conference center unless it is identified as a service animal as defined by the ADA ( [https://www.ada.gov/service\\_animals\\_2010.htm](https://www.ada.gov/service_animals_2010.htm) ) . Guests that do not comply with this rule may be asked to leave the premises.



## Alcohol Policy

Beer, wine, and liquor are permitted.

All aspects related to alcoholic beverage distribution and consumption at planned events must be in compliance with the North Carolina Alcoholic Beverage Control Commission.

### REQUIREMENTS:

The CCACC Event Coordinator will review all requests for events that include alcoholic beverages. After the request is reviewed, the event coordinator will notify the event host of approval or denial and address specific issues/concerns that may arise.

- Only approved caterers with a valid and current ABC Off-Premise Beer/Fortified Wine Permit are eligible to procure alcohol for Chatham County Agriculture & Conference Center (CCACC) events.
- Brown bagging, cash bars, or the distribution of "drink" tickets are not permitted within or on the CCACC premises. Beer kegs are prohibited unless special permission is given by the Event Coordinator (some exclusions may apply to nonprofit and political organizations obtaining applicable ABC permits).
- When a dinner or meal function does not immediately follow a reception/social where alcohol has been served, the client must coordinate with the caterer to serve heavy hors d'oeuvres including at least two hot hors d'oeuvres.
- Alcohol serving is limited to two hours with no alcohol being served prior to 5:00 p.m. on weekdays and 3:00 p.m. on weekends.
- To serve liquor and fortified wine, the Event Host MUST obtain a Limited Special Occasions Permit and provide a valid copy of the permit to the Event Coordinator at least one week prior to the scheduled event. The Event Coordinator will be responsible for posting a special occasion permit within the room serving alcohol. Alcoholic beverages must be served and consumed only in the area where the alcohol permit is posted.
- Alcoholic beverages cannot be served to anyone under 21 years of age; the caterer is ultimately responsible for verifying the age of any individual served.
- The caterer providing service for a dinner function may serve alcohol if requested by the event host. Permission to serve beyond the two-hour limit can be requested with review and approval by the Event Coordinator.
- The Event Host must coordinate with the caterer to have bottled or ice water available anytime alcohol is served.



- An additional deposit of \$500 will be held for events where alcohol is served. Requests to serve alcohol must be approved by the Event Coordinator prior to your event. If no prior approval is given, the applicants may forfeit their deposit.
- Additional requirements may apply depending on the type of event. Failure to comply with regulations will result in cancellation of the event and forfeiture of the security deposit. The legal age to consume alcohol is 21. The Event Host is responsible for any underage drinking during their event. For more information, contact the ABC Commission, 919-779-0700 or is <http://abc.nc.gov>.

#### Audiovisual

The Event Host must inform the Event Coordinator of A/V service requirements prior to contract signing. An A/V technician is available by request with a minimum of 14 days' notice for any event at a rate of \$40 per hour. An A/V technician is required with the rental of all enhanced A/V equipment. Wi-Fi is complimentary with venue rental.

#### Cancellation/Refund Policy

- 7 days or less notice from event date-Hold Deposit is Non-Refundable
- 8-89 days notice prior to event date -Hold Deposit is 50% Refundable from.
- 90 days or more notice -Hold Deposit is 100% Refundable. A cancellation fee of \$60 will be applied.

CCACC retains the right to cancel this contract with written notice at any time for the following reasons:

1. Misrepresentation of the event, lack of insurance, or deposit check returned by bank.
2. Threats of violence or actual violence to any CCACC employee or subcontractor by Event Host, Event Host's representatives, guests or subcontractors.
3. Threats of damage or actual damage to CCACC facilities by Event Host's representatives, guests or subcontractors,
4. Failure to abide by the terms and conditions of this rental contract.

Cancellation by Chatham County for any of the above mentioned reasons will result in the loss of the entire rental amount. Please see the CCACC Code of Conduct for additional information.



### Catering and Cleaning Guidelines

- Event Host agrees to remove all items belonging to the Event Host at the conclusion of the event (including outside decorations). CCACC is not responsible for any items remaining after the event that belong to the Event Host, caterer, or the Event Host's guests.
- Event Host and/or caterer agree to leave facility and grounds in the condition in which they were found when the doors were opened for set-up.
- All decorations, food and drink container products, and all trash must be collected in plastic bags. For all events serving food, the event host and/or caterer shall collect all trash generated from the event on the night of the event and place it in the dumpster on-site.
- Caterers must leave all food preparation and serving areas neat and clean, including, but not limited to, the kitchen and all other surfaces used which have food or spillages, including all floors.
- Chatham County/CCACC will hold the deposit and apply it toward cost for labor, supplies, and/or equipment needed or expended should CCACC find that further cleaning, removals or repairs are required to return the area to its original condition. Any excess damages will be billed to Event Host.
- The Event Host is fully responsible for all arrangements and any contract entered into with any caterer of the event. CCACC's catering policy allows food service from any caterer that is in compliance with the CCACC Catering Statement of Work and has been contracted with CCACC as an approved caterer.

### Deposits

A signed contract and deposit equal to 100% of total estimated cost of rental is required before meeting space reservations can be confirmed. We reserve the right to cancel any booking request that is not confirmed with a full deposit. A refundable security/cleaning deposit up to \$500 (\$1,000 when alcohol is served) will be required for all events, except internal county departments, CCACC building occupants, Chatham County Schools, and CCCC.

### Fire Safety

CCACC enforces fire protection safety codes and is subject to inspection by the Fire Marshal. No pyrotechnic devices, smoke/fog machines or open flames are permitted. All fire aisles and exits must be kept clear of equipment and people. Failure to follow these rules will result in the immediate suspension of the event until the conditions are corrected. If they are not corrected, the event will be cancelled without refund to the event host.





### Insurance

- The Event Host is required to maintain a \$1,000,000 liability insurance policy (general liability coverage, for bodily injury and property damage claims, including contractual and personal injury liability coverage) for any event that is open to the public. Umbrella or excess liability insurance may be used to meet limit of liability requirements.
- The Event Caterer is required to maintain a \$1,000,000 liability insurance policy (general liability coverage, for bodily injury and property damage claims, including contractual and personal injury liability coverage) any time food is served.
- The Event Caterer shall also carry an additional Liquor Liability Insurance coverage with coverage limits of no less than \$1,000,000 any time alcohol is served. The event host will provide to Chatham County duly executed certificates of insurance evidencing this coverage.
- Each certificate shall specify that the policy cannot be cancelled without providing Chatham County at least 30 days prior written notice, that Chatham County is named as an additional insured, and that the insurer waives any subrogation rights against Chatham County.
- Vendors and Contractors: All vendors and contractors providing services at CCACC must carry adequate liability insurance. Any approved food vendor must be permitted with the Chatham County Health Department. No homemade items may be sold or served at this facility. If requested, contractor must be able to provide verification of license and/or liability insurance. The Event Host/caterer has the full responsibility for obtaining any and all licenses/permits necessary for providing any alcoholic beverage at the event. The Event Host and caterer jointly assume all liability associated with the consumption of alcohol and each agrees to defend, indemnify, and hold harmless Chatham County and all associated personnel from and against any and all claims, demands, suits, judgments or other liability of any nature whatsoever resulting from the presence, serving, and/or consumption of alcoholic beverages during the event.
- Each policy required under this agreement shall contain a severability of interest clause and shall state that Event Host's coverage shall be primary to any other insurance available to or maintained by Chatham County.



### OSHA Adherence

CCACC is committed to providing a safe, clean environment for patrons and staff. All individuals are expected to conduct their event in a manner that keeps CCACC staff and patrons safety as the highest priority. Adherence to standards set by the Occupational Safety and Health Administration (OSHA) are observed by our facility and we mandate the same high standards for all of our contractors and service providers.

### Payment

CCACC accepts payment via certified, cashier's or approved check and credit cards: VISA, MasterCard, and Discover. Cash is not accepted.

### Rental Time Availability & Guidelines

- Rental time begins when the first service person arrives and ends when the last service person leaves. Be sure to leave adequate time for your service personnel to clean up at the end of the event.
- The exhibit hall/meeting rooms are available for rental from 7:00 a.m. – 9:00 p.m. daily.
- Extended hours are available on Friday and Saturday from 7:00 a.m. until midnight.
- Customized room set-ups may be available at additional cost. Please contact the event coordinator for a cost estimate and/or to make arrangements for custom room set-ups.
- Audiovisual services (A/V) and other equipment are available to rent at an additional cost with your room.
- Upon reviewing a reservation request CCACC may determine that additional staff may be necessary for your event (depending on the type of event, services required, number of anticipated attendees, and whether alcohol will be served). Rates for additional staff are listed under Additional Charges. Events open to the general public may also require additional staff.
- CCACC will not assume any responsibility for injury or accidents due to the activities conducted by Event Host's guests, or injury or accidents caused by materials provided by Event Host(s).
- Rooms must be vacated by the time indicated on the contract. Overtime charges will apply for rooms not vacated by the pre-arranged time. Additional charges may also be assessed if event participants remain on-site after CCACC's regularly scheduled closing time.
- All event deliveries must be received by the Event Host. Deliveries and pick up of equipment, supplies, or materials outside of the scheduled event time must be arranged in advance with the Event Coordinator. Extra fees may apply for delivery, pick-up, and/or storage of materials outside of scheduled event times.
- The use of confetti, glitter, and other related/similar items at weddings or celebrations is prohibited.



### Rental Time Availability & Guidelines- Continued

- If advertising/promoting your event, all photos of CCACC or use of CCACC logo must be approved by CCACC Event Coordinator.
- Event Host(s) will be billed for damage caused by use of unauthorized pens and markers on whiteboards and items inside the meeting rooms.
- Event Hosts should bring their own supplies (with the exception of markers for the write-on wipe-off boards). CCACC will not be able to provide such items (i.e. batteries, scissors, paper, tape, etc.) unless explicitly arranged in advance. The only approved tape is blue painter's tape.
- Each area of use rents separately per contract terms. Additional items/spaces may be available for rental and must be arranged accordingly.

### Security

- All events are subject to required or waived security at the discretion of the Chatham County Sheriff. Event Host maybe required to contract security for the duration of the event. Contact Chatham County Sheriff's Office for off-duty officers.

### Services

- Wi-Fi – Free
- Business center – copier available on-site for a fee.
- A/V – Available on-site for a fee.
- Catering – Available through approved caterers only.

### Reservations/Rental Space

- A minimum thirty-day (30) reservation is encouraged on all rentals. Reservations are accepted for recurring events up to one year in advance, excluding internal and nonprofit use.
- Reservations are confirmed upon receipt of applicable deposit and signed contract.



Room Rental Fees:

Rates	Peak	Off Peak Mon-Thurs 6p-9p	Non-Profit
Exhibit Hall: 5933 sq ft	\$1600	\$1200	\$650
Hall A: 3,060 sq ft	\$850	\$675	\$550
Hall B: 1410 sq ft	\$450	\$350	\$325
Hall C: 1410 sq ft	\$450	\$350	\$325
Lobby: 1934 sq ft Limitations apply	\$550	\$400	\$325
Meeting Rooms 1,2,3,4 500 sq ft	\$275	\$250	\$225
Catering Kitchen	\$100 per hour	\$100 per hour	\$100 per hour
East Garden	TBD	TBD	TBD
Outdoor Vendor Space	\$50 per hour	\$50 per hour	\$50 per hour

Additional charges:

- Additional set-up and cleaning: \$50/hour
- A/V use (if technician required to be on-site): \$40/hour

Inclement Weather Policy

If the PROPERTY is rendered unsuitable for the conduct of the Event Host's activity by reason of force majeure, Chatham County and the Event Host are released from their obligations under this contract. Force majeure is defined as fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of Chatham County.



## Noise Ordinance

CCACC guests are expected to adhere to the Town's noise ordinance as referenced below.

### Appendix I

#### CHAPTER 17 NOISES

Article designated noise control code.

This article shall be known as the "Noise Control Code for the Town of Pittsboro". It shall be unlawful for any person to create or assist in creating, permit, continue or permit the continuance of any unreasonably loud or disturbing noises in the Town of Pittsboro. Noises of such disturbing character, intensity, or duration as to be detrimental to the quality of life, or health of any individual are prohibited.

#### ARTICLE I

##### Terminology and standards

- 17-101      Terminology. All terminology used in this article not defined below shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its Successor body .
- 17-101.1    A-weighted sound level: The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designed dB(A).
- 17-101.2    Decibel (dB): A unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.
- 17-101.3    Emergency work: Any work performed for the purposes of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.
- 17-101.4    Nuisance noise levels: Noise levels which do not exceed the noise thresholds but create an irritating impact sufficient to disturb an individual's sleep pattern or the peace and quiet of a residential neighborhood.

17-101.5 Outdoor amplified sound: Any sound using amplifying equipment whose sound is outside or whose source is inside and the sound propagates to the outside through open doors or windows or other openings in the building.

17-101.6 Sound amplifying equipment: Any device for the amplification of the human voice, music or any other sound, including juke boxes, stereos and radios.

17-101.7 Sound Level: The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B, or C as specified in American National Standards Institute Specifications for the sound level meters (ANSI S1.4-1971, or the latest approved version thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

17-101.8 Sound level meter: An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels.

17-101.9 Sound pressure level: Twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micronewtons per square meter.

17-102 Standards. Standards, instrumentation, personnel, measurement procedures and reporting procedures to be used in the measurement of sound as provided for in this section shall be those as specific herein:

17-102.1 Sound level measurement shall be made with a sound level meter using the "A" weighting scale, set on "slow" response.

17-102.2 Sound level meters shall be of at least Type Three meeting American National Standard Institute Incorporated (ANSI) S1.4-1971 requirements. The entire sound measurement system shall be serviced and calibrated and operated as recommended by the manufacturer. Persons using the sound level meters shall be trained in sound level measurement and the operation of sound level measurement

17-102.3 The Town Manager or his designee shall issue a general order adopting standards and procedures for sound level measurements and enforcement consistent with this article

## ARTICLE II

Maximum permitted sound levels.

17—201 The use of sound amplifying equipment is limited to the conditions specified in this section.

17-202 No person or group of persons shall operate or cause to be operated any source of sound in such a manner as to create a sound level which at its peak exceed the limits set forth herein below when measured beyond the property line from which the sound originates.

17—203 A live musical group or individual using sound amplifying equipment may operate out of doors only if the business manager or an authorized agent of that business manager has been granted a permit. This permit may be secured after it is signed by an authorized agent of the musical group and by a representative of the individual organization or the group retaining the services of the musical group and on whose premises the amplifying equipment is to be used.

17—204 The following are established as maximum sound levels:

17-204.1 Nighttime sound levels (after 11:00 p.m. until 8:00 a.m.) may not exceed fifty (50) dB (A) except as noted in (4.3) below.

17-204.2 Daytime/evening sound levels (between 8:00 a.m. and 11:00 p.m.) may not exceed sixty (60) dB(A) except as noted in (4.3) below.

17 -204.3 Daytime/evening sound levels in excess of sixty (60) dBA(A) will be permitted upon issuance of a permit and allow sound levels exceeding those set above as follows:

Thursday evening (5:00p.m. - 11:00p.m. Thursday)	70dB(A)
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Friday evening (5:00p.m. - Midnight Friday)	70dB(A)
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Saturday (10:00 a.m. - Midnight Saturday)	70dB(A)
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17 – 204.4 Except as otherwise allowed by section 17-307 and section 17-401, a permit to exceed sound levels may only be issued during the days and times listed in section 17-204.3, to a maximum level of seventy (70) dB(A). No outside- amplified sound will be allowed unless a permit has been issued, subject to the exemptions set out in section (NUMBER).

### ARTICLE III

#### Noises prohibited nuisances.

17 - 300 General prohibitions. It shall be unlawful to create, cause or allow the continuance of any loud, disturbing, unusual, frightening or unnecessary noise, particularly during nighttime, which prevents or unreasonably interferes with neighboring residents' reasonable use of their properties. Such noise may include, but is not limited to, the following:

17 – 301 Yelling, shouting, whistling or singing. Yelling shouting, whistling or singing on the public streets or private property at nighttime.

17 – 302 Loading Operations. Noise resulting from loading, unloading, opening or otherwise handling boxes, crates, containers, garbage cans, or other similar objects during nighttime.

17 – 303 Repair of motor vehicles. Noise resulting from the repair, rebuilding or testing of any motor vehicle during nighttime.

17 – 304 Radio, phonograph, television, or musical instrument. Noise resulting from the playing of any radio, phonograph, musical instrument, television, or any such device, particularly during nighttime.

17 -305 Nuisance noise which does not exceed the noise threshold but creates an irritating impact sufficient to disturb an individual's sleep pattern or the peace of a residential neighborhood.

17 – 306 Specific Prohibitions. The following acts are prohibited and shall be considered nuisance acts:

17 - 306.1 Horns and signaling devices. The intentional sounding of any horn or signaling device of a motor vehicle on any street or public place continuously or intermittently, except as a danger or emergency warning.

17 - 306.2 Motor vehicles. Operating or permitting the operation of any motor vehicle or motorcycle not equipped with a muffler or other device in good working order so as to effectively prevent loud or explosive noises therefrom.



17 - 306.3 Exterior loud speakers. Operating or permitting the operation of any mechanical devices or loudspeaker, without a permit to do so, in a fixed or movable position exterior to any building, or mounted in/on any motor vehicle or watercraft in such a manner that the sound therefrom is in excess of the maximum decibel level as described in section 17A-204.

17 - 306.4 Power equipment. Operating or permitting the operation of any power saw, sander, drill, grinder, leaf blower, lawn mower, or other garden equipment, or tools of a similar nature, outdoors during nighttime.

17 - 306.5 Explosives. The use of firing explosives, firearms, fireworks, or similar devices which create impulsive sound.

17 - 306.6 Security alarms. The sounding of a security alarm, for more than twenty (20) minutes after being notified by law enforcement personnel.

17 – 307 The following are exempt from the provisions of this article:

17 - 307.1 Sound emanating from regular scheduled outdoor events with a permit.

17 - 307.2 Construction operations from 7:00 a.m. to 6:00 p.m. on weekdays and between the hours of 9:00 a.m. and 5:00 p.m. on Saturday; such work is prohibited on Sunday for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of government; provided all equipment is operated in accord with the manufacturer's specifications and with all standard mufflers and noise reducing equipment in use and in proper operating condition. Any exceptions to this provision must comply with 17-400, which described the process, the procedure by which permits to exceed limits may be obtained.

17 - 307.3 Noise resulting from safety signals, warning devices and emergency pressure relief valves.

17 - 307.4 Noises resulting from any authorized emergency vehicle when responding to any emergency call or acting in time of emergency.

17 - 307.5 Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefore has been granted by the Town in accordance with the above. Regulations of noises emanating from operations under permit shall be according to conditions and limits stated on the permit and contained above.

17 - 307.6 Unamplified and amplified sound at street fairs conducted by or for the Town of Pittsboro.

17 - 307.7 All noises coming from the normal operations of properly equipped watercraft.

17 - 307.8 All noises coming from the normal operation of motor vehicles properly equipped with the manufacture's standard mufflers and noise-reducing equipment.

17 - 307.9 Noise from lawful fireworks and noisemakers on federal holidays.

17 - 307.10 Noises resulting from lawn mowers, agricultural equipment, and landscape maintenance equipment used between the hours of 7:00 a.m. and 9:00 p.m. on weekdays, and between 8 a.m. and 9 p.m. on weekends, when operated with all manufactures standard mufflers and noise-reducing equipment in use and in operating condition.

17 - 307.11 Noise resulting from sound amplification equipment used in conjunction with telecommunications systems on business properties to notify employees of incoming phone calls, providing that this system be used only between the hours of 7:00 a.m. and 10 p.m., and that any speakers attached to the system be oriented toward the interior of the property.

17 - 307.12 Noises resulting from emergency work necessary to restore property to a safe condition following a fire, accident or natural disaster, or to restore public utilities, or to protect persons or property from an imminent danger.

17 - 307.13 Noises resulting from the provision of government services.

17 - 307.14 Noise resulting from the provision of sanitation services.

#### ARTICLE IV

##### Permit to exceed limits

17 -401 Who may apply? Any person or group of persons may produce or cause to be produced sound in excess of sixty (60)dB(A) only during the hours specified in section 17-204, and only if a permit to exceed the limit for the time and place of the activity has been previously issued by the Town Manager.

17 – 402 Application or permit. Any person or group of persons desiring a permit shall apply as provided herein, and shall provide all information required.

17 – 403 Timeliness of application. The business manager or authorized agent or any person or group of persons desiring a permit for a live musical group or individuals to perform out of doors using sound amplifying equipment must make application forty-eight (48) hours prior to the activity for which the permit is requested

17- 404 Action by Town Manager. The Town Manager or his designee will act upon all requests for permits.

17 -405 Consideration by Town Manager. In considering and acting on all permits pursuant to this article, the Town Manager or his designee, shall consider, but shall not be limited to the following, in issuing or denying such permit: The timeliness of the application; the time of the event; other activities in the vicinity of the location proposed; the frequency of the application; the effect of the activity on the residential areas of the Town; impact on surrounding areas; previous experience with the applicant; and previous violations, if any, of the application.

17 -502 Nighttime Offenses | Subsequent Offenses: If a second violation occurs within sixty (60) days of the first offense or if an offense occurs during nighttime, an oral order to cease or abate need not be issued prior to issuing a citation for violation of any portion of this article.

17—503 Civil Penalty: If the order to cease or abate the noise is not complied with, or if a second violation occurs within sixty (60) days of the first offense or if an offense occurs during nighttime, a person or persons responsible for the violation may be subject to a civil penalty in the amount of one hundred and no/100ths dollars (\$100.00). Violators may be issued a written citation, which must be paid within five (5) days of the issued date and time. The town attorney, or his designee, is authorized to file a civil action on behalf of the town to collect any unpaid citations, and the police chief, or his designee, is authorized to verify and sign complaints on behalf of the town in such civil actions. A police officer or other employee duly authorized to enforce the noise control ordinance may issue a citation for violation of this ordinance.

17 –504 Remedies: This Article may also be enforced through equitable remedies issued by a court of competent jurisdiction.

17 –505 Criminal Penalty: In addition to, or in lieu of, such civil penalties or other remedies, violation of this article shall constitute a misdemeanor pursuant to N. C. Gen. Stat. 14-4 and N.C. Gen. Stat. 160-175, as amended, punishable for each violation by a fine of up to five hundred and no/ 100ths dollars (\$500.00). A police officer or other officer enforcing subject matter jurisdiction or other duly authorized noise control officer may initiate the criminal process as provided by law.

Approved February 26, 2001.

-END-





# Chatham County, NC

## Text File

File Number: 17-2113

**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Public Hearing

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Receive public comment on the public option of the CAM Megasite

### Action Requested:

Chatham County (the "County") proposes to appropriate and expend the sum of \$250,000 (\$50,000 per year for 5 years), more or less, in County funds (one-half (1/2) of which, or \$125,000 will be paid by Siler City) for the following economic development purposes pursuant to North Carolina General Statute 158-7.1. The County intends to expend the foregoing funds to secure an option from Tim's Farm & Forestry, LLC, Tim's Farm & Forestry II, LLC, and D.H. Griffin to purchase approximately 1,800 acres of real estate located in Matthew Township, Chatham County, North Carolina. The option will exist and continue until June 30, 2022, and may be exercised at anytime during that period by notice that the County wishes to purchase the entire 1,800 acres or any portion thereof containing not less than 500 acres. A draft of the option agreement under consideration is available for review in the office of the County Clerk. The option agreement will provide the County site control of an approximately 1,800 acre site that can be marketed by the State and the County to a large industrial facility that will stimulate the local economy, promote business, and result in the creation of a substantial number of new jobs in the County that will pay at or above the median average wage in the County. The County will fund the appropriation with available revenues in the County's general fund. The Board of Commissioners believes this expenditure will substantially increase the likelihood that the County can recruit a large manufacturing or commercial plant that will increase the population, taxable property, and business and industrial prospects of the County.

### Introduction & Background:

### Discussion & Analysis:

### Budgetary Impact:

The County will fund the appropriation with available revenues in the County's general fund.

### Recommendation:

Accept public comment on the public option of the CAM Megasite.



STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

**OPTION AGREEMENT**

**THIS OPTION AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”) by and among **TIM’S FARM & FORESTRY, LLC**, a North Carolina limited liability company (“**TFF I**”), **TIM’S FARM & FORESTRY II, LLC**, a North Carolina limited liability company (“**TFF II**”), and **DAVID H. GRIFFIN, SR.** a/k/a D.H. Griffin (widower) (“**DHG**”; collectively, **DHG**, together with **TFF I** and **TFF II**, “**Seller**”), and **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (“**Buyer**”).

**WITNESSETH**

**WHEREAS**, **TFF I**, **TFF II** and **Buyer** are parties to that certain Option Agreement, dated May 13, 2016 (the “**Prior Option Agreement**”), which Prior Option Agreement (i) grant to **Buyer** a presently-exercisable right to the purchase and sale of the Property (hereinafter defined) and (ii) is set to expire on June 30, 2017 (the “**Prior Option Expiration Date**”);

**WHEREAS**, **TFF II** and **DHG** are parties to that certain Option Agreement dated November 3, 2014, and was thereafter amended and extended on May 19, 2016 (collectively, the “**DHG Option Agreement**”; memoranda of the **DHG Option Agreement** are recorded in the in the office of the Chatham County Register of Deeds at Book 1768, Page 0992; Book 1843 and Page 1858, Page 0795), which **DHG Option Agreement** relates to the purchase and sale of the Property (hereinafter defined) and other matters contained in this Agreement; and

**WHEREAS**, in furtherance of **Buyer**’s economic development initiatives in Chatham County, North Carolina, **Buyer** desires to obtain the Option (hereinafter defined) and to enter into this Agreement, and **Seller** desires to grant the Option and to enter into this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the Option Money (hereinafter defined), the mutual covenants and agreements memorialized herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by **Seller** and **Buyer**, **Buyer** and **Seller** agree as follows:

1. **Grant of Option; Termination of Prior Option Agreement; Jordan Option.**

(a) **Grant of Option.** **Seller** does hereby give, grant, and convey unto **Buyer** the right, privilege and option to purchase, subject to and in accordance with all of the terms and conditions of this Agreement, all or a portion of those certain lot(s), tract(s) or parcel(s) of real estate more particularly described on **Exhibit A** attached hereto, together with all rights, ways, and easements appurtenant thereto, and together with all, if any, buildings, structures, and other improvements located thereon and all fixtures attached or affixed, actually or constructively, thereto or to any such buildings, structures or other improvements, and any and all other rights, privileges and appurtenances belonging or appertaining thereto (all of which is hereinafter collectively called the “**Property**”). The option to purchase the Property granted hereby is hereinafter called the “**Option**.”

(b) **Termination of Prior Option Agreement and DHG Option Agreement.** Without limiting the effect of **Section 20(h)** hereof, the applicable parties to the Prior Option Agreement and the **DHG Option Agreement** hereby terminate the Prior Option Agreement and the **DHG Option Agreement** as

of the Effective Date and further agree to look solely to the terms of this Agreement with respect to the subject matter hereof and thereof, and shall give no effect to provisions under the Prior Option Agreement which would otherwise survive the termination thereunder (if any).

(c) Jordan Option. The parties hereto acknowledge that TFF I controls, but does not own in fee simple, as of the Effective Date, portions of the Property (the “**Seller’s Option Property**”) through a purchase option agreement with Roy P. Jordan (“**Seller’s Optionee**”) dated July 11, 2013, as amended to extend the expiration date of such option through June 30, 2022 (collectively, with all amendments thereto (“**Seller’s Purchase Option**”). Memoranda of the Seller’s Purchase Option, including each amendment, have been recorded in the in the office of the Chatham County Register of Deeds at Book 1703, Page 0194; Book 1843, Page 616; and Book [REDACTED], Page [REDACTED] (the “**Seller’s Option Memoranda**”). The terms of the Seller’s Option Memoranda, and the descriptions of the Seller’s Option Property appearing therein, are incorporated herein by reference. Buyer and Seller stipulate and agree (i) that Seller’s Option Property is included within the term “Property” hereunder, is wholly subject to the Option granted hereby and the purchase and sale transactions contemplated hereunder and (ii) that Buyer, certain Sellers and Seller’s Optionee have entered a Letter Agreement, dated as of the date hereof (the “**Letter Agreement**”) in order to provide the parties hereto and thereto certain assurances with respect to the subject matter of this Agreement. A fully-executed copy of which Letter Agreement is attached hereto as **Exhibit G** and is incorporated by reference herein.

2. **Term; Option Money**

(a) Term. Subject to the other terms of this Agreement, the Option shall remain open and in full force and effect from the Effective Date until 2:00 p.m. on June 30, 2022 (the “**Option Expiration Date**”).

(b) Option Money. Seller’s grant of the Option shall be in consideration of the following:

(i) Subject to Section 2(c) hereof, Buyer’s payment to Seller, on or before June 30, 2017 (the “**Option Money Payment Date**”) of the sum of **\$50,000.00**.

(ii) Subject to Section 2(c) hereof, Buyer’s payment to Seller, on or before the date that is the first (1st) anniversary of the Option Money Payment Date, or if such anniversary date falls on a Saturday, Sunday or a holiday during which Buyer’s administrative offices are closed, on the next business day to occur, of the sum of **\$50,000.00**.

(iii) Subject to Section 2(c) hereof, Buyer’s payment to Seller, on or before the date that is the second (2nd) anniversary of the Option Money Payment Date, or if such anniversary date falls on a Saturday, Sunday or a holiday during which Buyer’s administrative offices are closed, on the next business day to occur, of the sum of **\$50,000.00**.

(iv) Subject to Section 2(c) hereof, Buyer’s payment to Seller, on or before the date that is the third (3rd) anniversary of the Option Money Payment Date, or if such anniversary date falls on a Saturday, Sunday or a holiday during which Buyer’s administrative offices are closed, on the next business day to occur, of the sum of **\$50,000.00**.

(v) Subject to Section 2(c) hereof, Buyer’s payment to Seller, on or before the date that is the fourth (4th) anniversary of the Option Money Payment Date, or if such anniversary date falls on a Saturday, Sunday or a holiday during which Buyer’s administrative offices are closed, on the next business day to occur, of the sum of **\$50,000.00** (collectively, all sums paid or to be paid by Buyer pursuant to this Section 2(a), the “**Option Money**”).



(c) Allocation of the Option Money. Each Seller stipulates and agrees that TFF I, TFF II and DHG have determined the allocation of the Option Money as follows: (i) fifty percent (50%) to TFF I, (ii) twenty percent (20%) to TFF II and (iii) thirty percent (30%) to DHG. Buyer shall satisfy its duty to pay the Option Money in accordance with Section 2(b) by timely delivery to TFF I of a check payable to the order of TFF I to the address set forth below TFF I's execution hereof. Provided that Buyer has timely-delivered payments of Option Money as set forth herein, (i) each Seller shall indemnify and hold Buyer harmless from any and all claims arising in connection with TFF I's performance of its obligation to deliver that portion of each payment of Option Money to either or both of TFF II or DHG and (ii) the existence of any such claim, whether threatened or actually made, shall not impede or otherwise impair Buyer's rights under this Agreement.

### 3. Option.

(a) Exercise of Option. The Option may be exercised at any time prior to the Option Expiration Date by Buyer's (i) giving written notice to Seller of its exercise of the Option (the "**Exercise Notice**"), which notice must be delivered to Seller on or before the Option Expiration Date and (ii) must indicate the portion of the Property subject to the Exercise Notice (the "**Target Property**"). The Target Property may include all or any portion of the Property; provided, however, (i) the Target Property must be a minimum of 500 acres in size and (ii) in the event that the Target Property is 600 acres or fewer, then the Target Property shall be situated exclusively on the property north of the main perennial water feature bisecting the Property as shown on Exhibit F.

(b) Post-Exercise Procedure. Following the delivery of an Exercise Notice wherein the Target Property constitutes less than the entire Property and subject to Section 3(d) hereof, Buyer and Seller shall have thirty (30) days from delivery of the Exercise Notice to Seller (the "**Selected Property Determination Period**") during which to finalize the metes and bounds of the Target Property to be conveyed (the "**Selected Property**"). Following the determination of the Selected Property, the parties shall complete and execute the form of the amendment to this Agreement attached hereto as Exhibit H (the "**Selected Property Amendment**"). The due execution of the Selected Property Amendment shall cause (i) this Agreement to become a purchase and sale agreement by and among Buyer and each Seller who is a record owner of any portion of the Selected Property and (ii) shall retain the Option created hereunder to with respect to that portion of the Property not included within the Selected Property (the "**Remainder Property**"), unless Buyer, by written notice delivered to Seller on the Option Exercise Date (hereinafter defined) that Buyer is terminating the Option with respect to the Remainder Property. If Buyer elects to retain the Option with respect to the Remainder Property, Buyer shall continue to make payments of Option Money in accordance with Section 2 and if Buyer elects to exercise the Option with respect to Remainder Property during the term of this Agreement, such exercise shall be governed by the terms, conditions and procedures memorialized in this Section 3.

At any time during the Selected Property Determination Period and for until the expiration of ten (10) days thereafter (such ten (10)-day period, the "**Property Purchase Notice Period**") Buyer may, at its option, purchase the entire Property by delivery of notice thereof (the "**Property Purchase Notice**") to Seller within ten (10) days after the expiration of the Selected Property Determination Period and this Agreement shall become a purchase and sale agreement among Seller and Buyer with respect to the entire Property, and the term "Selected Property" shall be deemed to mean the entire Property. (The date upon which the Selected Property Amendment is fully executed or on which Buyer delivers the Property Purchase Notice to Seller is hereinafter called the "**Option Exercise Date**".) If the Selected Property includes all or any portion of Seller's Option Property, Seller shall, on the Option Exercise Date, exercise Seller's Purchase Option so that the portion of the Seller's Option Property included within the Selected may be conveyed to Buyer at the Closing (hereinafter defined) in accordance with this Agreement. If parties are unable to timely determine the Selected Property during the Selected Property Determination

Period or if Buyer does not timely deliver the Property Purchase Notice during the Property Purchase Notice Period, then the Exercise Notice previously delivered shall be voided and the Option shall not be deemed exercised. If such Periods conclude prior to the Option Expiration Date, the Option shall remain in effect until Buyer provides another Exercise Notice or the Option expires on the Option Exercise Date. If the Option Expiration Date occurs during the pendency of the Selected Property Determination Period and/or the subsequent Property Purchase Notice Period, the Option Expiration Date shall be extended until 2:00 p.m. on the final day of the Property Purchase Notice Period; **provided, however**, if such anniversary date falls on a Saturday, Sunday or a holiday during which Buyer's administrative offices are closed, until 2:00 p.m. on next business day to occur following the expiration of the Property Purchase Notice Period.

(c) **Expiration Payment.** Upon the Option Expiration Date without exercise, Seller shall reimburse Buyer the Option Money (the "**Expiration Payment**"), which shall be due and payable within ten (10) days following the Option Expiration Date. Notwithstanding the foregoing, there shall be deducted from the Expiration Payment due Buyer pursuant to this **Section 3(c)** the amount of any cost actually paid or incurred by Seller related to the Property, including, *inter alia*, engineering, designing, marketing and promotion, option extension, planning costs, but excluding Seller's attorneys' fees, legal costs and accounting fees and costs. The deducted amounts shall be evidenced by reasonable substantiation that such amounts were paid (for example, without limitation, cancelled checks or paid invoices).

(d) **Purpose of Selected Property Determination Period.** Buyer and Seller stipulate and agree that the negotiations to be undertaken during the Selected Property Determination Period are for the purpose of determining the metes and bounds of the Target Property that is to become the Selected Property and is not intended to materially qualify or limit Buyer's right to exercise the Option created hereunder or to subject Buyer to terms and conditions not memorialized in this Agreement as of the Effective Date. Buyer and Seller covenant and agree to undertake the determination of the Selected Property during the Selected Property Determination Period in good faith.

4. **Purchase Price; Method of Payment.** The purchase price for the Selected Property (herein called the "**Purchase Price**"), shall be, (i) for each gross acre of the first 500 acres, **\$29,950.00**, and (ii) for each gross acre of any portion of the Selected Property in excess of the first 500 acres, **\$32,950.00**, each as determined in accordance with the Survey, provided that the purchase price for any partial acre shall be prorated. The Purchase Price, subject to the prorations and adjustments hereinafter described, shall be paid by Buyer to Seller at Closing, hereinafter defined.

5. **Closing.** The closing of the purchase and sale of the Selected Property (herein called "**Closing**"), shall be held at the offices of Buyer's closing attorney in Chatham County, North Carolina, at such time and on such date (herein called the "**Closing Date**"), as may be specified by written notice from Buyer to Seller not less than forty-five (45) days prior thereto; **provided, however**, that the Closing Date shall be on or before the date that is ninety (90) days after the Option Exercise Date (herein called the "**Final Closing Date**") and, if Buyer shall fail to give notice designating the Closing Date, the Closing Date shall be, and the Closing shall take place at 10:00 A.M. on, the Final Closing Date. In the event Buyer specifies a date earlier than the Final Closing Date as the Closing Date, Buyer may thereafter postpone the Closing Date to a later date on or before the Final Closing Date by written notice from Buyer to Seller on or before the last date specified as the Closing Date. Nothing herein shall prevent Buyer and Seller from postponing the Closing to a date after the Final Closing Date by mutual agreement.

6. **Access and Inspection; Delivery of Documents and Information by Seller; Examination by Buyer.**

(a) Access and Inspection. Between the Effective Date and the Option Exercise Date, with respect to the Property, and from and after the Option Exercise Date through the Closing Date, with respect to the Selected Property, Buyer and Buyer's agents and designees shall have the right to enter the Property or Selected Property, as then applicable, for the purposes of inspecting, conducting soil tests, and making surveys, structural engineering studies, environmental assessments, and any other investigations and inspections customarily performed in connection with the purchase and sale of commercial property as Buyer may require to assess the condition of the Property or Selected Property; **provided, however,** that such activities by or on behalf of Buyer on the Property shall not damage the Property and Buyer shall return Property to its condition prior to the Effective Date, reasonable wear and tear excepted. Buyer shall indemnify Seller for any damage to person or property resulting from Buyer's access to the Property prior to Closing.

(b) Property Information. On or before the date ten (10) days after the Effective Date, Seller shall deliver to Buyer, if not previously delivered, or make available to Buyer for examination or copying by Buyer, at the address for Buyer set forth below Buyer's execution of this Agreement, the following documents and information with respect to the Property: all title information, including but not limited to title insurance policies or title, surveys, covenants, surveys, deeds, notes and deeds of trusts, and easements related to the Property, and all plans, specifications, environmental, engineering and mechanical data relating to the Property, and reports such as soils reports and environmental audits, real property and other ad valorem tax bills and utility bills which are in Seller's possession or which Seller can obtain with reasonable effort (the "**Property Information**"). In addition, Seller authorizes (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and Buyer's agents and attorneys; and (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and Buyer's agents and attorneys. Seller makes no representation as to the accuracy or completeness of the Property Information or of any information released to Buyer by Seller's attorneys or insurers.

(c) Golden LEAF Grant. Buyer and Seller stipulate and agree that in connection with the Option and the purchase and sale of the Property as contemplated by this Agreement, Buyer and the Town of Siler City, North Carolina ("**Siler City**") is seeking to be awarded a development grant, or more than one (collectively, the "**Grant**"), from the Golden LEAF Foundation (the "**Foundation**"). and that Buyer's eligibility to receive a Grant is conditioned upon compliance with certain guidelines set forth in that certain document attached hereto as Exhibit I (the "**Guidelines**"), which Guidelines contemplate, among other things, the delivery of the documents identified more particularly in the Guidelines (collectively, "**Grant Documents**"). To the extent Buyer's compliance with the Guidelines or delivery of any Grant Document requires Seller's cooperation and/or action, Seller agrees to so-cooperate and/or so-act to the extent reasonably necessary to enable Buyer to satisfy the Guidelines or the other reasonable requests of the Foundation in connection with the award of the Grant.

## 7. Prorations and Adjustments to Purchase Price.

(a) Types. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree: (i) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Selected Property (herein called the "**Taxes**"), for the year in which Closing occurs shall be prorated on a calendar year basis as of the Closing Date. Seller shall pay all taxes and similar impositions (including interest and penalties) for prior years including any rollback taxes for prior years; (ii) any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Selected Property shall be prorated as of the Closing Date.

(b) In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any item prorated between Seller and Buyer is not paid at Closing, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this Section, the economic burdens and benefits of ownership of the Selected Property up to the Closing Date shall be allocated to Seller.

(c) Except as expressly set forth in this Agreement, Buyer shall not assume any liability, indebtedness, duty or obligation of Seller of any kind or nature whatsoever, and Seller shall pay, satisfy and perform all of the same.

8. **Title.** Seller covenants to convey to Buyer at Closing good and marketable fee simple title in and to the Selected Property subject only to the matters disclosed on **Exhibit B** attached hereto and made a part hereof (the “**Permitted Exceptions**”). For the purposes of this Agreement, “good and marketable fee simple title” shall mean fee simple ownership which is insurable by a title insurance company reasonably acceptable to Buyer, at then current standard rates under the standard form of ALTA owner’s policy of title insurance (ALTA Form B-1992), with the standard or printed exceptions therein deleted and without exception other than for title exceptions approved by Buyer in writing, in its sole and absolute discretion.

9. **Survey.** Buyer shall cause a survey of the Selected Property to be prepared by a surveyor registered and licensed in the State of North Carolina and designated by Buyer, which survey shall depict such information as Buyer and Seller shall require (the “**Survey**”). Upon completion of a plat of the survey, Buyer shall furnish Seller with a copy thereof. The Survey shall be used as the basis for the preparation of the legal description to be included in the limited warranty deed to be delivered by Seller to Buyer at Closing.

10. **Proceedings at Closing.** On the Closing Date, the Closing shall take place as follows:

(a) **Seller’s Closing Deliveries.** Seller shall deliver to Buyer the following documents and/or instruments (collectively, the “**Seller’s Closing Deliveries**”):

(i) A limited warranty deed (that is, a deed containing warranties of title as to matters arising by, through, or under Seller, but not otherwise) duly-executed by Seller conveying the Selected Property subject to the Permitted Exceptions.

(ii) A seller’s affidavit with respect to the Selected Property, concerning, the possession of the Selected Property, improvements or repairs made on the Selected Property within one-hundred twenty (120) days of the Closing Date and the absence of legal proceedings against Seller.

(iii) If Seller is not a Foreign Person, a certificate and affidavit of non-foreign status.

(iv) A closing statement duly executed by Seller setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller (the “**Closing Statement**”).

(v) With respect to the Lease (as defined in Section 11):

(1) if still in effect at the time of Closing and encumbering the Selected Property, an Assignment and Assumption Agreement (the “**Assignment**”); or

(2) if terminated prior to Closing, evidence reasonably satisfactory to Buyer that the Lease has been terminated.

(vi) A completed 1099-S request for taxpayer identification number and certification and acknowledgment.

(vii) Evidence reasonably satisfactory to Buyer and to the issuer of Buyer’s policy of title insurance covering the Selected Property that Seller, and the entities and individuals executing the foregoing documents on behalf of Seller, have authority to execute such documents, and to consummate the purchase and sale of the Selected Property pursuant to this Agreement.

(viii) All other documents necessary to transfer or assign to Buyer any zoning approvals, permits, or other development rights with respect to the Property.

(ix) Any other documents reasonably required or customary for closings of the sale of commercial real estate in the State of North Carolina.

(b) Buyer’s Closing Deliveries. At the Closing, Buyer shall deliver to Seller (collectively, the “**Buyer’s Closing Deliveries**”):

(i) The Purchase Price, less the Option Money (without any deductions for expenditures by Seller under Section 3), and subject to the prorations and adjustments to be made in accordance with the provisions of this Agreement.

(ii) The Closing Statement, duly executed by Seller.

(iii) The Assignment, duly executed by Seller (if applicable).

(iv) The Memorandum of Option, duly executed by Seller.

11. **Costs of Closing**. Seller shall pay the transfer or excise tax and Seller’s attorneys’ fees. Buyer shall pay all recording costs relating to the purchase by Buyer of the Selected Property, the cost of any survey obtained pursuant to Section 9 hereof, the premium for any owner’s policy of title insurance issued in favor of Buyer insuring Buyer’s title to the Property and Buyer’s attorneys’ fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. **Warranties, Representations and Additional Covenants of Seller**. To induce Buyer to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations, warranties and covenants which are true as of the Effective Date and shall also be true, unless otherwise noted, as of the date of the (i) Exercise Notice, (ii) the Option Exercise Date and (iii) the Closing Date and shall survive Closing for a period of one (1) year, upon each of which Seller acknowledges and agrees that Buyer is entitled to rely and has relied:

(a) Organization.

(i) TFF I is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of North Carolina.



(ii) TFF II is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of North Carolina.

(b) Authority.

(i) As of the Effective Date, Seller has the lawful right, power, authority and capacity to enter into this Agreement and to sell the Property except to the extent such property constitutes the Seller's Option Property.

(ii) As of the Effective Date and continuing through the Option Exercise Date, Seller's Purchase Option is in existence and effect, is a valid and enforceable agreement governed by the laws of the State of North Carolina and grants Seller a presently-exercisable right to purchase in fee simple Seller's Option Property from Seller's Optionee.

(iii) As of the Closing Date, Seller has the lawful right, power, authority and capacity to perform this Agreement and to sell the Selected Property, including any portion of the Selected Property that constitutes all or a portion of the Seller's Option Property.

(c) As of the Effective Date and continuing through (i) the date Seller has closed on the purchase on that portion of the Seller's Option Property that is to be included in the Selected Property or (ii) it is conclusively determined that no portion of Seller's Option Property is included within the Selected Property, the Letter Agreement remains in full force and effect and neither Seller nor Seller's Optionee is in default thereunder.

(d) To Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations and restrictions relating to the Property except as may be disclosed in the Property Information or otherwise in writing to Buyer.

(e) To Seller's knowledge, there are no parties, other than Seller, occupying any portion of the Property as lessees, or otherwise, and there are no leases applicable to or affecting the Property except as otherwise disclosed herein and as follows: a month-to-month residential lease is in place a portion of the Property (the "**Lease**"); provided, however, if Buyer has delivered written notice to Seller to terminate the Lease on or before thirty (30) days prior to the Closing Date, Buyer shall give notice to the tenant(s) under the Lease ("**Tenant**") so as to cause the Lease to be terminated prior to the Closing Date.

(f) Except with respect to Tenant, Seller has not granted to any person or entity other than Buyer, nor does any person or entity other than Buyer and Seller have, any right, title or interest in or to the Property or any portion thereof. Except for the Lease, Seller has not entered into any leases, service contracts or rental agreements with respect to any of the Property. Buyer may terminate the Lease on no more than thirty (30) days' notice to Tenant. Seller has not entered into any other contract or agreement with any party other than Buyer with respect to the purchase and sale of the Property or any part thereof. There are no liabilities which encumber the Property and no agreements or commitments relating to the Property that will survive Closing or be binding upon Buyer, other than Permitted Exceptions and, subject to Buyer's right, in Buyer's sole discretion, to cause Seller to terminate the Lease prior to the Closing Date, the Lease.

(g) This Agreement has been duly and properly executed on behalf of Seller, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease,

franchise, mortgage, deed of trust or other instrument or agreement to which Seller is a party or by which Seller or Seller's property, including without limitation any of the Property, is bound.

(h) Seller has received no notice of and Seller has no knowledge of any pending or threatened condemnation or similar proceeding or special assessment affecting the Property, or any part thereof and Seller has no knowledge of any such proceeding or assessment contemplated by any Governmental Authority. As used herein, the term "**Governmental Authority**" shall mean the United States, the State of North Carolina, and any agency, department, commission, board, bureau or instrumentality of any of them, including any North Carolina city or county. If Seller receives such notice during the term of this Agreement, Seller shall immediately notify Buyer in writing.

(i) Seller has no knowledge of any overdue charges, debts, liabilities, claims or obligations arising from the construction, occupancy, ownership, use or operation of the Property, which could give rise to any mechanics' or materialmen's or other statutory lien against the Property, or any part thereof.

(j) Seller has neither caused nor does Seller have any knowledge of any Hazardous Materials having been placed, held, stored, located, dumped or disposed of on the Property in a manner which violates applicable law, except as may be disclosed in the Property Information. If such knowledge becomes available, Seller shall immediately notify Buyer in writing. For purposes of this Agreement, "**Hazardous Materials**" means any substance: (i) the presence of which requires investigation or remediation under any applicable law or federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or (ii) which is or becomes defined as a "hazardous substance," pollutant or contaminant under any applicable law or federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC § 6901 et seq.) and the Resource Conservation and Recovery Act (42 USC § 6901 et seq.); or (iii) which is toxic, radioactive, carcinogenic, or otherwise hazardous and is or becomes regulated by any governmental authority; or (iv) without limitation which contains polychlorinated biphenyls (PCB's), asbestos or area formaldehyde insulation. Seller has no knowledge that the Property is currently on or has ever been on, any federal or state "Superfund" or "Superlien" list. To Seller's knowledge, there are no underground storage tanks on the Property.

(k) There is no pending, or to Seller's knowledge, threatened litigation or administrative proceedings which could adversely affect title to the Property or any part thereof or the ability of Seller to perform any of its obligations hereunder. If such notice or knowledge becomes available to the Seller during the term of this Agreement, Seller shall immediately notify Buyer in writing.

(l) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1954, as amended.

(m) Seller shall not knowingly or intentionally act in a manner that would cause any of Seller's representations and warranties to be breached between the date hereof and the exercise of the Option or Closing, provided that (i) Seller shall have no obligation in connection with, nor shall this Agreement be affected by, acts of unrelated third parties that are inconsistent with such representations, and (ii) Seller shall have no obligation to take any action in connection with the Property except as explicitly required hereunder.

(n) To Seller's knowledge, the Property Information is true and accurate in all material respects. Seller acknowledges and agrees that no examination or investigation of the Selected Property or of the operation of the Selected Property by or on behalf of Buyer prior to Closing shall in any way modify, affect or diminish Seller's obligations under the representations, warranties, covenants

and agreements set forth in this Agreement. Except as represented or warranted herein, the Selected Property shall be delivered and accepted in its "AS IS" condition without representations or warranties.

13. **Conditions of Buyer's Obligations.** Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall be in all respects subject to the satisfaction or performance of each of the following terms and conditions (unless one or more is waived in writing by Buyer, in Buyer's sole discretion), at or prior to Closing:

(a) Seller shall have fully and completely kept, observed, performed, satisfied and complied with all terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller before, on or as of the Closing Date including, without limitation, the delivery of the Seller's Closing Deliverables.

(b) The representations and warranties of Seller in this Agreement (and the substantive facts contained in any representations and warranties limited to Seller's knowledge and belief) shall be true and correct, and certified by Seller to Buyer as such, on and as of the Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of the Closing Date.

(c) Buyer and/or Siler City shall have received a Grant from the Foundation or a written commitment from the Foundation with respect to Buyer's receipt of the same.

(d) Neither Seller nor the Property shall be subject to any judgment or decree of competent jurisdiction, or to any litigation or administrative proceeding which would materially and adversely affect the Property or which would materially and adversely affect Seller's right to enter into this Agreement.

(e) The present zoning of the Property shall not have been changed or modified and no application for any change or modification by Seller shall be pending as of the date of Closing.

(f) Except for Permitted Exceptions, zoning regulations, and any regulations by any Governmental Authority, there shall be no restrictive covenants which prevent, restrict, or limit in any way the use of the Property by Buyer as an economic development site.

(g) If all or a portion of the Jordan Property is included within the metes and bounds of the Selected Property, (i) the applicable Seller shall have consummated the purchase and sale of such portion of the Jordan Property and such Seller shall be the fee simple owner of the same.

If any of the foregoing conditions have not been satisfied or performed or waived in writing by Buyer on or as of the Closing Date, Buyer shall have the right, at Buyer's option, either: (i) to terminate this Agreement by giving written notice to Seller on or before the Closing Date, in which event all rights and obligations of Seller and Buyer under this Agreement shall expire, and this Agreement shall become null and void; or (ii) if such failure of condition constitutes a breach of representation or warranty by Seller, constitutes a failure by Seller to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement, or otherwise constitutes a default by Seller under this Agreement, to exercise such rights and remedies as may be provided for in Section 15 of this Agreement. In either of such events, the Option Money shall be refunded to Buyer immediately upon request.

14. **Access and Utilities.**



(a) The location of and specifications for the planned access from the Property to U.S. Route 421 pursuant to the current approved plans for an interchange to be constructed is as shown on **Exhibit C** attached hereto and made a part hereof (the “**421 Interchange Access Road**”). The location and specifications of the planned new water and sewer service to the Property are as shown on **Exhibit D** attached hereto and made a part hereof (as shown thereon, the “**Water Line**” and the “**Sewer Line**”). The location of the Norfolk Southern Railroad right of way adjacent to the Property (the “**Railway**”) is as shown on **Exhibit E** attached hereto and made a part hereof.

(b) Buyer agrees to use Buyer’s reasonable best efforts to persuade state and federal agencies to, within eighteen (18) months after Closing to, (i) complete construction of the Water Line and Sewer Line (with stub outs of the Water Line and the Sewer Line to the property line of the Remainder Property at locations mutually agreeable to Buyer and Seller; and (ii), complete construction of the 421 Interchange Access Road, including acquisition of all right of way necessary or desirable for completion thereof (completion of the Water Line, Sewer Line, and 421 Interchange Access Road being “**Infrastructure Completion**” herein). Seller shall be entitled to reserve at Closing reasonable, mutually agreeable, non-exclusive perpetual easements for use and maintenance of the Water Line, Sewer Line, 421 Interchange Access Road, and Railway, as applicable, and the easements shall be appurtenant to the Remainder Property.

(c) Buyer additionally obligates itself to, at any time after Closing and on or before the date that is the 10th anniversary thereof, and if the location of the Selected Property prevents or hinders access to the Railway from the Remainder Property, grant to Seller a railway easement across the Selected Property to a reasonable location along the boundary line between the Selected Property and the Remainder Property as shall be designated by Seller, provided that such location shall not interfere with Buyer’s intended or actual development of the Selected Property. Buyer shall, upon written request from Seller, cooperate in the signing and recording of any instrument evidencing the easements granted and conveyed pursuant to this **Section 14(c)**.

(d) Effective from and after Closing, Seller hereby grants and conveys to Buyer such nonexclusive ingress, egress, use, maintenance and repair easements upon and across the Remainder Property as are necessary for Buyer to develop the Selected Property, which easements shall include, without limitation, water, sewer, utility and access easements, as may be reasonably necessary for the effective development of the Selected Property and which do not hinder development of the Remainder Property (the “**Development Easements**”). The Development Easements shall be perpetual and run with and be appurtenant to the Selected Property. At Buyer request, Seller shall cooperate with Buyer to cause the Development Easements granted and conveyed hereby to be recorded with the Chatham County Register of Deeds.

(e) This **Section 14** shall survive Closing.

15. **Possession at Closing.** Seller shall deliver possession of the Selected Property to Buyer on the Closing Date. The Selected Property shall be in substantially the same or better condition on the Closing Date as on the Effective Date except as it may have been impacted by Buyer’s activities on the Property. Seller’s obligations pursuant to this **Section 15** shall survive the Closing.

16. **Remedies.**

(a) If Buyer defaults in its obligations under the is Agreement and such default is not cured within ten (10) days after receipt of written notice from Seller (“**Buyer’s Cure Period**”) and such default prevents the purchase and sale of the Selected Property from closing, Seller, provided Seller is not in default hereunder, shall retain the Option Money as full liquidated damages for such default; **provided, however,** Buyer’s Cure Period shall continue during the pendency of any period of time as Buyer is

engaged in good-faith and diligent efforts to cause such default to be cured. Seller and Buyer acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, that such liquidated damages represent the Seller's and Buyer's best estimate of such damages, and that Seller and Buyer believe such liquidated damages are a reasonable estimate of such damages. Seller and Buyer expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, as permitted by O.C.G.A. § 13-6-7, in the event of Buyer's default and as compensation for Seller's taking the Property off the market during the term of this Agreement. Such delivery of the Option Money shall be the sole and exclusive remedy of Seller by reason of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the Option Money which is herein provided Seller as full liquidated damages. Notwithstanding the foregoing, Seller reserves the right hereunder to sue Buyer for specific performance in connection with Buyer's obligations Section 14 hereof, but only if the Closing occurs.

(b) If Seller defaults in its obligations under this Agreement, and fails to cure after ten (10) days written notice to Seller ("**Seller's Cure Period**"), then Buyer shall be entitled to, as its sole and exclusive remedies and provided Buyer is not in default hereunder, either (i) return the Option Money to Buyer within ten (10) days following the end of the Seller's Cure Period, or (ii) specific performance of this Agreement; **provided, however**, Seller's Cure Period shall continue during the pendency of any period of time as Seller is engaged in good-faith and diligent efforts to cause such default to be cured.

17. **Condemnation.** Notwithstanding anything in this Agreement to the contrary, if after the Effective Date, all of the Property intended for the economic development project is condemned, threatened, or appropriated by public authority or any party exercising the right of eminent domain other than Buyer, Buyer may elect to terminate this Agreement and be entitled to the return of the Option Money and the parties hereto shall have no further liability to each other hereunder. Should Buyer elect not to terminate this Agreement, the Purchase Price of the Selected Property shall be reduced by the amount of the award received by Seller for the portion of the Selected Property taken by eminent domain.

18. **Assignment.** Neither Buyer nor Seller may assign this Agreement without the express written consent of the other party hereto, which consent shall not be unreasonably withheld, conditioned or delayed; **provided, however** Buyer may assign this Agreement to the State of North Carolina, an agency thereof, or another governmental entity upon written notice to Seller provided that Buyer remains liable for all obligations of Buyer hereunder following such assignment, unless Seller, in writing, releases Buyer from such liability.

19. **Further Assurances; Survival.** At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents, as Buyer, Buyer's counsel or Buyer's title insurer may reasonably require fully to vest in and assure to Buyer full right, title and interest in and to the Selected Property to the full extent contemplated by this Agreement and otherwise to effectuate the purchase and sale of the Selected Property as contemplated by and provided for in this Agreement. All the provisions of this Agreement (including, without limitation, the representations, covenants and warranties of Seller as set forth in this Agreement), shall survive closing for one (1) year upon the consummation of the purchase and sale of the Selected Property on the Closing Date, the delivery of the deed to Buyer, and the payment of the Purchase Price.

20. **Memorandum of Option.** This Agreement is not to be recorded, but a memorandum hereof in statutory form shall be executed by the parties and recorded at Buyer's cost and expense. The parties hereto acknowledge that this Agreement is a public record and is subject to disclosure in accordance with applicable law.

21. **General Provisions.**

(a) **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given three (3) days after the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given the next business day after deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first business calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

(b) **Assignment; Parties.** This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and assigns.

(c) **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(d) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(e) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(f) **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

(g) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina. Any action on this Agreement shall be venued in the Superior Court of Chatham County, North Carolina.

(h) Entire Agreement; Modification. This Agreement supersedes all prior discussions and agreements among Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

(i) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(j) Attorney's Fees. In the event of any litigation between Buyer and Seller arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

(k) Counsel. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(l) No Construction Against Preparer. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

(m) Where Is, As Is. Except as represented or warranted herein, the Selected Property is being delivered and accepted in its "AS IS" condition without representations or warranties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties have executed and delivered, or have caused their duly-authorized representative to execute and deliver, this Agreement, under seal, all as of the Effective Date.

**SELLER:**

Signed, sealed and delivered in the presence of:

TIM'S FARM & FORESTRY, LLC  
a North Carolina limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (SEAL)

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

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

Initial address for notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Telecopy Number: (\_\_\_\_) \_\_\_\_\_

*With a copy to* (which shall not constitute notice):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Telecopy Number: (\_\_\_\_) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Official Signature of Notary: \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_, Notary Public

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

(Official Seal)

**SELLER:**

Signed, sealed and delivered in the presence of:

TIM'S FARM & FORESTRY II, LLC  
a North Carolina limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Initial address for notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Telecopy Number: (\_\_\_\_) \_\_\_\_\_

*With a copy to* (which shall not constitute notice):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Telecopy Number: (\_\_\_\_) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Official Signature of Notary: \_\_\_\_\_  
Notary's Printed or Typed Name: \_\_\_\_\_, Notary Public

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

(Official Seal)

**SELLER:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(SEAL)

David H. Griffen, Sr. a/k/a D.H. Griffen

\_\_\_\_\_  
Unofficial Witness

Initial address for notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Telecopy Number: (\_\_\_\_) \_\_\_\_\_

*With a copy to* (which shall not constitute notice):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Telecopy Number: (\_\_\_\_) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:\_\_\_\_\_.

Date: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Official Signature of Notary:\_\_\_\_\_

Notary's Printed or Typed Name:\_\_\_\_\_, Notary Public

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

(Official Seal)

**BUYER:**

Signed, sealed and delivered in the presence of:

CHATHAM COUNTY, NORTH CAROLINA,  
a body politic and corporate of the State of North  
Carolina

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Initial address for notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Telecopy Number: (\_\_\_\_) \_\_\_\_\_

*With a copy to* (which shall not constitute notice):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Telecopy Number: (\_\_\_\_) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Official Signature of Notary: \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_, Notary Public

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

(Official

Seal)



## EXHIBIT A

### Property

Lying and being situate in Chatham County, North Carolina, and a portion of the "Boling Tract" in Randolph County, North Carolina, and being more particularly described as follows:

#### Tract 1:

BEING all of Parcel B on the Survey for Robert H. and Betty Lou H. Reid of R.H. Fox Land as per plat thereof recorded in Plat Book 87, Page 131, in the Office of the Register of Deeds of Chatham County, North Carolina.

#### Tracts 2 and 3:

##### COMPARTMENTS 700212 AND 700213:

##### Boling Tract:

All that tract or parcel of land lying and being situated in Matthews Township, Chatham County, and Coleridge Township, Randolph County, State of North Carolina, containing 863.22 acres, more or less, according to that certain plat of survey for Willamette Industries, Inc. by Thomas J. Matthews, RLS No. L-1255, dated June 7, 1993, and being more particularly described according to said Survey as follows:

BEGINNING at an iron pin (found) in the east line of Charles V. Coble and wife in Randolph County, and being the northwest corner of the herein described property; thence South 85 degrees 40 minutes 33 seconds East with Sue Williams' line, crossing into Chatham County 704.86 feet to an iron pin (found) in corner of J. Calvin Williams; thence with Williams South 01 degree 53 minutes 40 seconds West 1,380.46 feet to a square iron pin (found) at corner; thence continuing with Williams South 87 degrees 18 minutes 03 seconds East 1,281.05 feet to a square iron pin (found); thence South 15 degrees 47 minutes 02 seconds West 187.70 feet to a square iron pin (found); thence South 87 degrees 25 minutes 54 seconds East 311.24 feet to a solid iron (set); thence North 04 degrees 21 minutes 27 seconds East 957.48 feet to a square iron pin (found); thence South 86 degrees 54 minutes 52 seconds East 1,498.69 feet to a square iron pin (found) in Williams corner; thence North 02 degrees 45 minutes 56 seconds East 1,059.18 feet to an iron pin (found) by a rock and common corner to Williams, Smith and George F. Pike and wife; thence with Pike South 87 degrees 24 minutes 51 seconds East 422.10 feet to an iron pin (found) and corner of Margie P. Jordan and husband; thence continuing with Jordan's line and line of George F. Pike and wife South 76 degrees 17 minutes 02 seconds East 568.43 feet to a square iron pin (found) in corner of Pike; thence continuing with Pike South 22 degrees 43 minutes 42 seconds East 547.23 feet to a square iron pin (found) by power pole in power line right-of-way; thence continuing with Pike's line and line of Carol Lee Pike Wrenn and husband South 11 degrees 10 minutes 54 seconds West 2,352.05 feet to a square iron pin (found) in Wrenn's corner; thence with Wrenn's line South 88 degrees 48 minutes 45 seconds East 1,011.41 feet to a iron pin (found) in corner of Calvin Williams; thence with Williams North 87 degrees 33 minutes 35 seconds East 591.69 feet to a square iron pin (found) in centerline of creek in west line of Clyde Short and wife; thence with Short's line and continuing along the line of F. B. Womble South 03 degrees 13 minutes 56 seconds West 2,287.64 feet to an iron pin (found) in corner of D. F. Edwards Estate; thence with the Edwards Estate North 89 degrees 03 minutes 19 seconds West 669.85 feet to an iron pin (found) in northwest corner of said Edwards Estate; thence with Edwards Estate line South 05 degrees 40 minutes 36 seconds West 1,803.28 feet to an iron pin (found) in north line of Irvin Reid and wife; thence with Reid's line and continuing with line of Melvin Siler and wife North 84 degrees 16 minutes 01 second West 723.30 feet to an iron pin (found) in corner of Siler; thence with Siler's line South 04 degrees 49 minutes 38 seconds West 846.09 feet to an iron pin (found) in corner of Hazel J. Smith; thence with Smith's line North 88 degrees 00 minutes 57 seconds West 5,014.04 feet to an iron pin (found) in corner of Don C. Smith in Randolph County; thence continuing with Smith North 88 degrees 00 minutes 57 seconds West 41.46 feet to an iron pin (found) in the centerline of J. C. Teague Road (60-foot right-of-way) at Mary Isom's east line; thence North 03 degrees 15

minutes 52 seconds East 499.49 feet to an iron pin found in northeast corner of Mary Elizabeth Isom and southeast corner of property of Mildred Teague and Howard Jones; thence North 08 degrees 31 minutes 21 seconds East 490.44 feet to Teague and Jones northeast corner and southeast corner of Fesmire; thence with Fesmire North 01 degrees 57 minutes 39 seconds East 68.99 feet to an iron pin (found); thence continuing with Fesmire North 00 degrees 44 minutes 50 seconds West 285.07 feet to an iron pin (found); thence continuing with Fesmire North 00 degrees 53 minutes 18 seconds West 207.93 feet to a railroad spike (found) in the centerline of bridge; thence along a traverse line along Reedy Fork Creek (centerline of creek is property line) the following: North 52 degrees 42 minutes 27 seconds East 92.31 feet to an iron pin (found); thence North 56 degrees 39 minutes 49 seconds East 151.16 feet to an iron pin (found); thence South 50 degrees 22 minutes 53 seconds East 78.11 feet to a square iron pin (found); thence leaving said traverse line and centerline of Reedy Fork Creek and running along the east line of Hill, Truitt, Stewart and J. C. Teague and M. A. Teague North 00 degrees 45 minutes 26 seconds West 800.82 feet to a square iron pin (found) in Teague's corner; thence continuing with Teague's line North 88 degrees 00 minutes 43 seconds East 278.99 feet to a square iron pin (found) in J. C. Teague and M. A. Teague's southeast corner in Chatham County; thence with Teague North 02 degrees 59 minutes 34 seconds East 609.66 feet to a square iron pin (found); thence continuing with Teague North 82 degrees 46 minutes 36 seconds West 234.38 feet to a square iron pin (found) in Randolph County; thence continuing with Teague North 00 degrees 23 minutes 00 seconds West 621.56 feet to an iron at fence corner of Teague; thence North 88 degrees 50 minutes 56 seconds East 135.61 feet to an iron pin (found) in Teague's corner in Chatham County; thence with the east line of Teague, Harry Carter and wife, George T. Teague, Jr. and wife, Spira, Jones, Joe V. Langley and wife, and Charles V. Coble and wife, North 01 degree 48 minutes 55 seconds East 3,674.72 feet to an iron pin (found) and POINT OF BEGINNING, containing 863.22 acres, after exclusion of 0.155 acre in cemetery located within the perimeter of the above described tract.

THERE IS EXCLUDED AND NOT CONVEYED HEREIN 0.155 acre in cemetery being more particularly described according to the above referenced Survey by Thomas J. Matthews dated June 7, 1993, as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, BEGIN at a square iron pin (found) in the southeast corner of property of J. C. Teague and M. A. Teague in Chatham County and in the west line of the above described property; thence South 85 degrees 11 minutes 55 seconds East 697.73 feet to an iron pin (found) in the northwest corner of an old cemetery and TRUE POINT OF BEGINNING; from said true point of beginning run thence South 85 degrees 27 minutes 37 seconds East 77.92 feet to an iron pin (found); thence South 02 degrees 50 minutes 29 seconds East 91.15 feet to an iron pin (found); thence North 79 degrees 31 minutes 51 seconds West 80.38 feet to an iron pin (found); thence North 02 degrees 11 minutes 05 seconds West 82.66 feet to an iron pin (found) and TRUE POINT OF BEGINNING, containing 0.155 acre.

This is the same and identical property conveyed to Willamette Industries, Inc. by the General Partners of General Sales Partnership, a North Carolina general partnership, by the following deeds:

1. Deed from F. J. Boling, Jr., General Partner, dated May 28, 1992, recorded in Book 594, page 756;
2. Deed from Julia C. Mericle, General Partner, dated May 22, 1992, recorded in Book 594, page 759;
3. Deed from Emily B. White, General Partner, dated May 22, 1992, recorded in Book 594, page 762; and
4. Deed from Elizabeth B. Strand, General Partner, dated May 22, 1992, recorded in Book 594, page 765; all references being to the Deed Records of Chatham County, North Carolina.

This is also a portion of the same property conveyed by Weyerhaeuser Company, successor by merger with Willamette Industries, Inc., to NCSC Forest Investments, LLC by deeds dated December 17, 2003, and recorded in Book 1077, page 53, in the Deed Records of Chatham County, North Carolina, and recorded in Book 1848, page 702, in the Deed Records of Randolph County, North Carolina.

Tax Parcel I. D. No. 8732778621 (Chatham County)

Tax Parcel I. D. Nos. 12580 and 12585 (Randolph County)

**COMPARTMENT 700217:**

**Smith Tract:**

All that certain tract or parcel of land lying and being situated in Matthews Township, Chatham County, North Carolina, containing 37.29 acres, more or less, as shown on that certain plat of survey for Willamette Industries, Inc. by Michael A. Cane, RLS, dated December 21, 1995, and being more particularly described as follows:

BEGINNING at an iron at the southeast corner of that tract described in Deed Book 594, page 756, Chatham County Registry, owned by Willamette Industries, said iron also being in the western line of the property described in Deed Book JS, page 301, in said Deed Records; thence South 04 degrees 25 minutes 00 seconds West 386.94 feet to a rock pile; thence North 87 degrees 37 minutes 18 seconds West 1,383.80 feet to a rock corner; thence South 07 degrees 33 minutes 50 seconds West 379.83 feet to an existing iron; thence North 87 degrees 30 minutes 33 seconds West 1,566.09 feet to an iron (set); thence along the eastern right-of-way line of a 60-foot wide overhead utility right-of-way North 21 degrees 56 minutes 31 seconds East 788.61 feet to an iron (set); thence South 88 degrees 00 minutes 57 seconds East 2,733.98 feet to an iron (found) and POINT OF BEGINNING, containing 37.29 acres, more or less.

This is the same property conveyed by J. Clymer Smith, et al., to Willamette Industries, Inc. by deed recorded June 14, 1996 in Deed Book 694, page 1068, and a portion of the same property conveyed by Weyerhaeuser Company, successor by merger with Willamette Industries, Inc., to NCSC Forest Investments, LLC by deed dated December 17, 2003, and recorded in Deed Book 1077, page 53, in the Deed Records of Chatham County, North Carolina.

Tax Parcel I. D. No. 72513

DRAFT

Tracts 4, 5, 6, 7 and 8:

11.28 Acres  
Matthews Township  
Chatham County

beginning at a stone and an iron pipe, Flata York corner in rolling line and running thence North 3 degrees 57' East 995.65 feet to a stone and iron pipe, Flata York corner, a stone planted 20 feet off the road; thence with the road North 78 degrees 57' East 355.02 feet to a point, a stone & pipe set 50 feet off the road; thence South 0 degrees 19' East 388 feet to iron pipe, a new corner; thence North 87 degrees 21' East 231.75 feet to iron pipe, George Y. Pike corner; thence South 16 degrees 28' West 823.69 feet to iron pipe in the rolling line; thence North 83 degrees 40' West 422.87 feet to the beginning, and containing Eleven & 28/100 (11.28) acres, more or less.

Surveyed March 13th 1955 by Moore, Gardner and Associates.

.59 Acres  
Matthews Township  
Chatham County

BEGINNING at an iron stake located in the southern right-of-way of State Road 1311, in Roy Parks Jordan's present northeastern corner; and running thence with the southern right-of-way of State Road 1311, South 85° 48' 33" East 84.72 feet to an iron stake located in Pike's new corner; thence with Pike's new line, South 0° 44' 42" East 300.81 feet to an iron stake located in Pike's new corner; thence with Pike's new line, South 89° 15' 18" West 84.41 feet to an iron stake located in Jordan's present eastern line; thence with Jordan's eastern line, North 0° 44' 42" West 308.10 feet to an iron stake located in the southern margin of State Road 1311 and being the point and place of BEGINNING and containing 0.59 acres, more or less.

(1) The above description was taken from a plat dated March 9, 1976, entitled "Survey for Roy Parks Jordan and Margie Pike Jordan", which plat is not recorded but is in the possession of the parties of the second part.

(2) The above premises are a portion of the 84-1/2 acres deeded to the grantor by his father, Albert E. Pike, who obtained title to said property in Book D.T., at Page 394, in the Chatham

(3) The above described property is subject to a right-of-way to the North Carolina Department of Transportation.

(4) The above described property is subject to any and all easements which might now exist in favor of any Public Utility Company.

1.68 Acres (925 Zion Church Road)  
Matthews Township  
Chatham County

Beginning at an iron pipe George F. Pike corner and running thence  
and running thence South 87 degrees 21' West 231.73 feet to iron pipe, Geo-  
rge F. Pike new corner; thence North 0 degrees, 19' West 308 feet to a point,  
iron pipe set 30 feet off of road; thence North 87 degrees 44' East 229.44  
feet to iron pipe 30 feet off road; thence South 0 degrees 45' East with Pike  
line 308.15 feet to the beginning, and containing One & 68/100 (1.68) Acres.

Surveyed March 15th 1966 by Moore, Gardner and Associates.

16.46 Acres  
Matthews Township  
Chatham County

BEGINNING at a point in the center of road which leads from U.S. Highway #421 by Zion Church,  
Margie P. Jordan's Northeast corner and running thence with said road South 81 degrees East  
1008 feet to a point in said road, George F. Pike's corner; thence South 48 degrees West with  
George Pike's line 825 feet to an iron stake, George Pike's corner; thence North 72 degrees  
West 329 feet, George Pike's line, to an iron stake, George Pike's corner; thence South 28  
degrees West George Pike's line 647 feet to an iron stake, George Pike's corner; thence North  
83 degrees 15 minutes West 217 feet to an iron stake, Margie P. Jordan's corner; thence North  
16 degrees 22 minutes East with Margie P. Jordan's line 823.69 feet to an iron stake, Margie  
P. Jordan's corner; thence North 89 degrees 13 minutes East 84.4 feet to an iron stake, Margie  
P. Jordan's corner; thence North 00° 15' West 282.34 feet to the point of BEGINNING, and  
containing 16.46 acres, more or less.

8.834 Acres (Plat Book 2003 at Page 200)  
Matthews Township  
Chatham County

BEING all of Tract A, containing 8.834 Ac., more or less, as described on a Plat entitled  
"Division Survey for MARGIE P. JORDAN and ROY P. JORDAN and CAROL P. WRENN and  
DELBERT WRENN, JR.", dated May 30, 2003, prepared by Absolute Land Surveying and Mapping,  
P.C., and recorded in Plat Slide 2003-200, Chatham County Registry, to which Plat reference is hereby  
made for greater certainty of description.

(1) For chain-of-title, see Deed Book 418, Page 242, Chatham County Registry.

(2) The above described property is subject to the rights of others in and to the existing 60-foot  
roadway easement shown on the above referenced Plat.

## **EXHIBIT B**

### **Permitted Exceptions**

**Deed Prohibited Uses:** commercial poultry, livestock, and swine production and processing; cattle feeder lots or fur-bearing animal rearing or breeding farms; abattoirs; junk yards; storage or processing of wrecked or junked motor vehicles; quarries; mining of any type; race tracks; raceways or dragstrips; truck stops; sanitary landfills or garbage disposal areas.

### **Exceptions to Title:**

Rights of tenants in possession, as tenants only, under unrecorded leases for a duration of less than three (3) years.

Access to the Land is available only by means of Tracts 1, 3, 4, 5, 6, 7, 8, 15 and 18.

The following exceptions apply to Tract 1 only:

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 87, Page 131.

Utility easements affecting the land.

Easement(s) to Department of Transportation recorded in Book 772, page 654.

The following exceptions apply to Tracts 2 and 3 only:

Merger recorded in Book 1785, Page 2446.

Riparian and/or littoral rights incident to the Land; rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land; and title to any portion of the Land owned by any governmental entity including, but not limited to, marsh, dredged and/or filled areas and Land below the mean high-water mark.

Timber Deed recorded in Book 0111, Page 0294, Chatham County Registry.

Timber Deed recorded in Book 1873, Page 1301, Randolph County Registry.

Easement(s) to Central Electric Membership recorded in Book 261, page 136. (Boling Tract)

Easement(s) to Carolina Power and Light Company recorded in Book 456, page 1. (Boling Tract)

Easement(s) to State Highway Commission recorded in Book 318, page 427. (Boling Tract)



Title to that portion of the Land within the bounds of burial grounds, together with right of ingress, egress, and regress thereto. (Boling Tract)

Right of way for SR 1101 recorded in Book 278, Page 451. (Smith Tract)

Right of way for SR 1101 recorded in Book 356, Page 697. (Smith Tract)

The following exceptions apply to Tracts 4, 5, 6, 7 and 8 only:

Option to Purchase Real Property, and terms and conditions thereof, as evidenced by that certain Memorandum of Option to Purchase Real Property recorded in Book 1703, Page 194.

Right of way of State Road 1311.

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 2003, Page 200.

Sixty (60) ft. roadway easement; and rights of others entitled thereto in and to the use of said easement.

Marital rights of the spouse of Roy Parks Jordan.

The following exceptions apply to Tract 9 only:

Sixty (60) ft. private easement recorded in Book 791, Page 672 and Plat Book 99, Page 129.

The following exceptions apply to Tract 10 only:

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 87, Page 128.

Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.

Any estate and inheritances taxes, plus interest and penalty, and debts or claims of debt, including but not limited to potential or filed liens under the Medicaid Estate Recovery Act, against the estate of Floy Pike Williams.

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Slide 87-210. (Parcels 1, 2 and 3)

Easement(s) to Carolina Power and Light Company recorded in Book JT, page 75; Book 454, page 730; and Book 456, pages 834, 837, 840 and 843. (Parcels 1, 2 and 3)

Title to any portion of the Land lying within the right of way of State Road 1105. (Parcels 1, 2 and 3)

Title to that portion of the Land, if any, lying within the railroad right of way extending up to one hundred feet (100') on each side of the tracks or two hundred feet (200') in total width, whichever is greater. (Parcels 1, 2 and 3)

Easement(s) to Carolina Power & Light Company recorded in Book 447, page 239 and Book 494, page 215. (Parcels 4, 5 and 6)

Twelve (12) foot wide roadway easement providing non-exclusive and perpetual ingress, egress and regress from US Highway 421 to Parcel 4 recorded in Book 365, page 114 and Book 1189, Page 545; and rights of others entitled thereto in and to said easement. (Parcels 4, 5 and 6)

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Slide 87-129. (Parcel 4)

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Slide 88-25. (Parcel 5)

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Slide 87-210. (Parcel 6)

Easement(s) to Carolina Power & Light Company recorded in Book 454, page 1003. (Parcel 7)

Roadway Easement recorded in Book 520, page 44; and rights of others entitled thereto in and to the use of said easement. (Parcel 7)

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Slide 87-128. (Parcel 8)

Easement(s) to Carolina Power and Light Company recorded in Book 456, pages 828 and 831. (Parcel 8)

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 12, pages 50-53. (Parcel 9)

Title to that portion of the Land, if any, lying within the railroad right of way extending up to one hundred feet (100') on each side of the tracks or two hundred feet (200') in total width, whichever is greater. (Parcel 9)

Easement(s) to Sprint recorded in Book 1670, page 522 and Book 1704, Page 967.

The following exceptions apply to Tract 18 only:

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Slide 2000-341.

Easement(s) to Carolina Power & Light Company recorded in Book 582, page 476.

Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.

Right of way of SR 1105.

Subject to overhead power lines located on the Land.

Reservations and grants of roadway easement(s) in Deed recorded in Book 1685, Page 965; and rights of others entitled thereto in and to the use of said easement(s).

The following exceptions apply to Tract 19 and 20 only:

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 2005, Page 118, including but not limited to a 60 ft. wide driveway easement located on the Land.

Rights of others entitled thereto in and to the 60 ft. wide driveway easement as shown on the plat recorded in Plat Book 2005, Page 118.

Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.

The following exceptions apply to Tracts 21 and 23 only:

Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.

Memorandum of Deferred Purchase Price Agreement recorded in Book 1704, Page 0056.

Terms, provisions, options, right of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided for in instrument(s) filed for record in Book 922, page 847.



Easement(s) to Randolph Electric Membership Corporation recorded in Book 409, page 294.

Subject to Declaration of Easement, Restrictions and Provisions for Private Road Maintenance.

The following exception applies to Tract 24 only:

Easement(s) to Carolina Power and Light Company recorded in Book 393, page 555.

The following exceptions apply to Tract 25 only:

The following exceptions apply to Tract 26 only:

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 2000, Page 341.

Easement(s) to Carolina Power & Light Company recorded in Book 582, page 476.

Timber Deed recorded in Book 1401, Page 565.

Fifty (50) ft. road easement; and rights of others entitled thereto in and to the use of said easement for ingress and egress purposes.

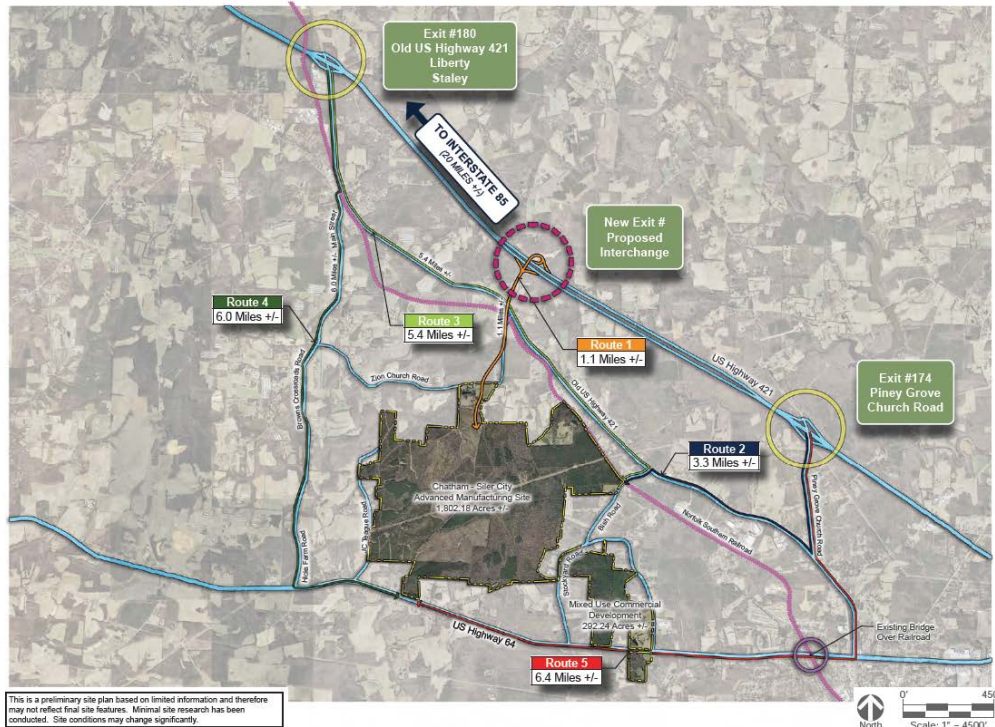
The following exception applies to Tracts 1, 2, 3 and 9 only:

Easement(s) to Randolph Electric Membership Corporation recorded in Book L-C, page 267. The Company hereby insures against loss or damage sustained by the Insured as a result of the enforced removal of any existing electric lines located on the Land other than those along streets, roads or highways abutting the Land.

DRAFT

## EXHIBIT C

### 421 Interchange Access Road



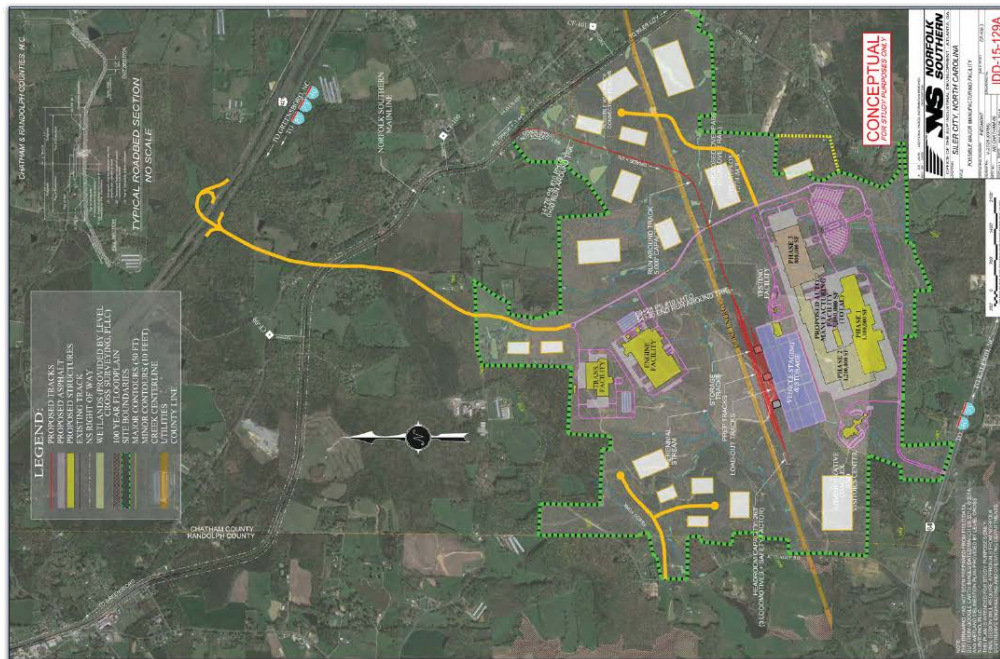
Norfolk Southern Concept Plan

**CAM** CHATHAM-SILER CITY ADVANCED MANUFACTURING SITE  
CHATHAM COUNTY, GEORGIA

**Proposed Interchange**  
Kimley-Horn is currently engaged in the planning and preliminary design for a proposed interchange on US 421 north of Siler City, as well as a new 1.1 mile connector road from the Chatham-Siler City Advanced Manufacturing Site to the new interchange. The purpose of the proposed interchange and connector road is to provide truck access from the four-lane divided highway to the site. The interchange is currently included in the draft Chatham County Comprehensive Transportation Plan.

**Interchange Engineering by:**  
**Kimley-Horn**

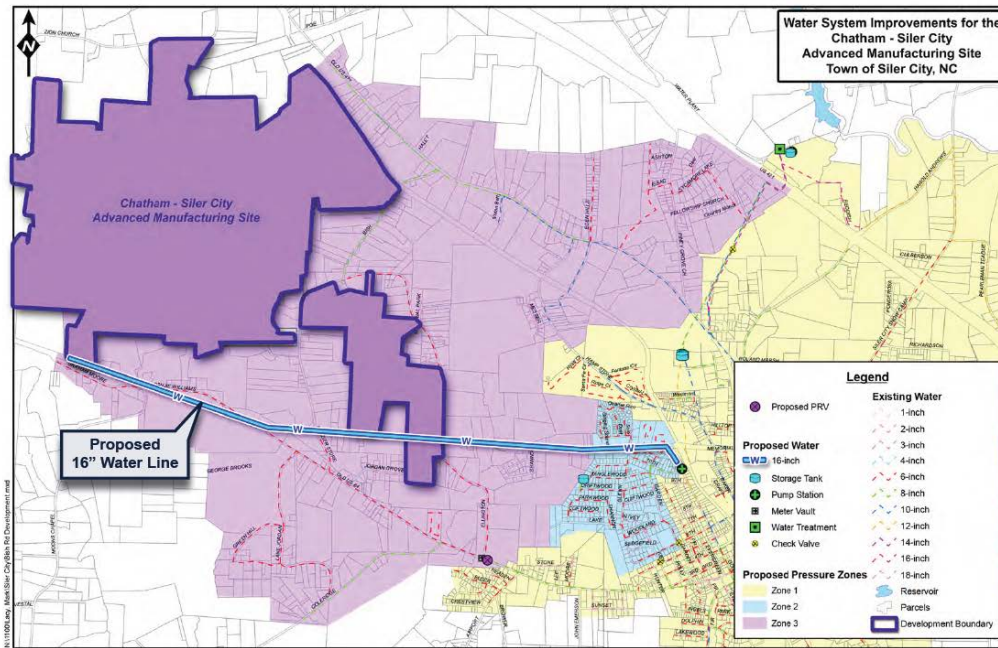
**Site Access**  
**CHATHAM EDC**  
**stimmel**





## EXHIBIT D

### Water Line and Sewer Line



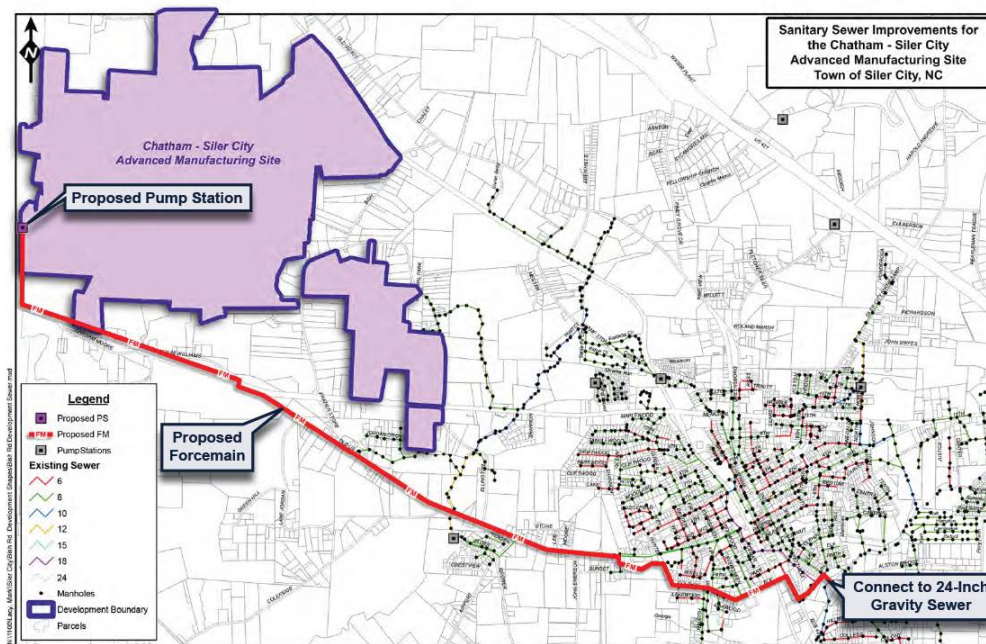
Proposed Water Line	
Size	16"
Total System Capacity	4.0 mgd
Length	21,000 LF +/-
Design Status	Full design and engineering have been completed.
Right-of-Way Status	All necessary right-of-way has been purchased and is under ownership control.
Permitting Status	Permitted and approved by state and local jurisdiction.
Installation Timeline	12 Months
Projected Costs	Cost estimates are available upon request.

Utilities Engineered by:

**McGill ASSOCIATES**

**Water System**

**CHATHAM EDC** **stimmel**



Proposed Force Main and Pump Station	
Size	18"
Total System Capacity	4.0 mgd
Length	33,500 LF +/-
Design Status	Full design and engineering have been completed.
Right-of-Way Status	All necessary right-of-way has been purchased and is under ownership control.
Permitting Status	Permitted and approved by state and local jurisdiction.
Installation Timeline	12 Months
Projected Costs	Cost estimates are available upon request.

Utilities Engineered by:

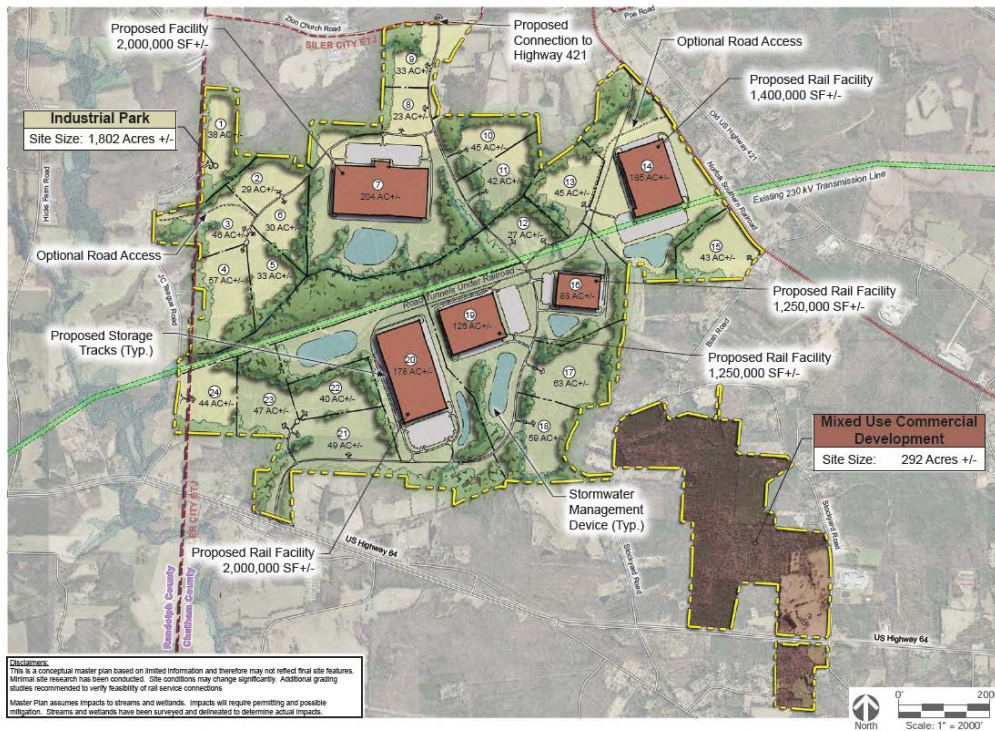
**McGill ASSOCIATES**

**Sanitary Sewer**

**CHATHAM EDC** **stimmel**

## EXHIBIT E

### Railway



**CAM** CHATHAM-SILER CITY IMPROVED MANUFACTURING SITE  
CHATHAM COUNTY, NORTH CAROLINA 13

**Master Plan B**

The master plan shows an industrial park sited on approximately 1,802 acres. It consists of 24 lots, including 5 large lots with potential facilities ranging from 600,000 to 2 million square feet.

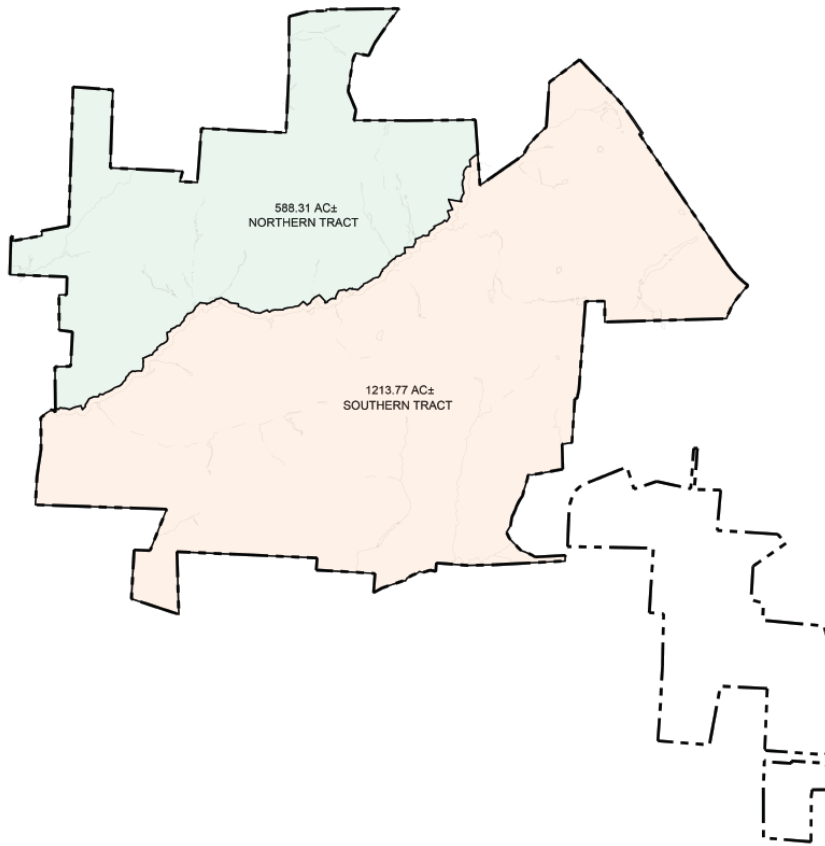
The remaining 19 lots range in size from 23 acres to 63 acres +/- . The proposed spine road connection to US highway 421 provides direct access throughout the park.

Lots 14, 16, 19 & 20 are shown with the potential option for rail service.

**Masterplan B**

**CHATHAM EDC** **stimmel**

**EXHIBIT F**



**EXHIBIT G**

**Copy of Letter Agreement**

(See attached)

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**EXHIBIT H**

**Form of Selected Property Amendment**

(See attached)

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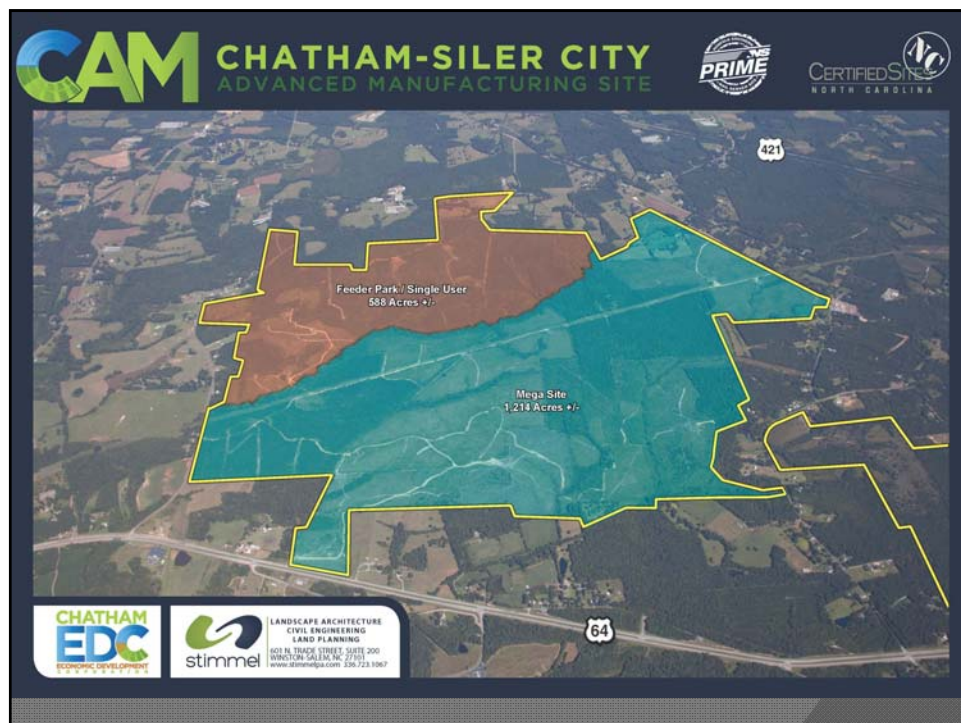
**EXHIBIT I**

**The Guidelines**

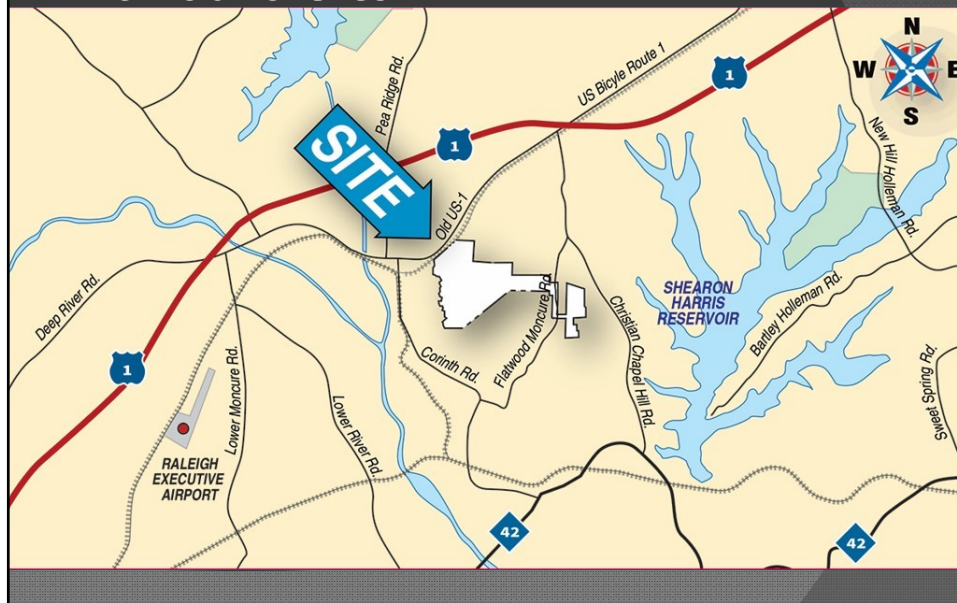
(See attached)

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## Moncure site



## Background

Chatham County optioned the CAM site last year through June 30, 2017:

- Secretary of Commerce stated on October 26, 2015 that a public option was required for state participation
- In anticipation of Golden Leaf funding
- \$108,912.46 of option fee has been used by property owner for design of US 421 interchange; an additional amount of \$303,000 is earmarked for this work

## Why do options now?

- Golden Leaf has partially funded infrastructure requests:
  - Siler City received \$4,000,000 for CAM for water/sewer (total project \$8.87M)
  - Sanford received \$4,000,000 for Moncure sewer (total project \$11M)
- Golden Leaf's expectation is that the infrastructure projects serve more than just the megasites

## Key terms of options

- CAM:
  - Terminate current option
  - Option is on entire tract, 1,802 acres
  - County required to purchase 500 acres in northern tract (if less than 600 acres purchased), if option is exercised
  - Land is \$29,950/acre for first 500 acres and \$32,950/acre for additional land, subject to validation by an appraisal
  - Option cost \$50,000/year and counts towards purchase cost
  - Siler City has agreed to contribute \$25,000/year

## Key terms of options

- Moncure:

- Option is on 1,077 acres of 2,285 total tract
- No minimum amount of land to purchase
- Land is \$25,000/acre (subject to appraisal)
- Option cost is \$1; but county requested to make up funding gap for sewer

## What does the county have to invest to leverage Golden Leaf funds?

- \$125,000 to CAM site owner for option [Siler City will also pay \$125,000]; \$50,000 due annually [\$25K is our portion]
- \$3,423,636 for Moncure site [\$1 for option and \$3,423,635 for funding gap in sewer project]

## What is our total investment (past and proposed) in these sites?

<b>Moncure Site</b>	
Sanford Wastewater Extension Estimate	\$11,000,000.00
Golden LEAF Grant	\$4,000,000.00
City of Sanford's contribution	\$3,423,635.00
<b>Chatham Proposed Project Share</b>	<b>\$3,423,635.00</b>
Property Option	\$1.00
<b>Total Proposed Chatham County Expenditures for Moncure</b>	<b>\$3,423,636.00</b>
<b>CAM Site</b>	
Siler City Water Extension Estimate	\$4,000,000.00
Golden LEAF Grant	\$4,000,000.00
<b>Chatham Proposed Project Share</b>	<b>\$0.00</b>
Wastewater & Water Design & Engineering	\$356,679.99
Property Option #1 (expires June 30, 2017)	\$540,654.00
Proposed Property Option #2	\$125,000.00
<b>Total Chatham County Expenditures for CAM</b>	<b>\$1,022,333.99</b>

## How do we propose to pay for it?

- Proposed spending does not further burden taxpayers
- CAM site option (\$125K) will be paid for from the 201x sale of land in the Business Campus—proceeds designated for economic development
- Moncure project and option (\$3.4M) will be paid for from Coal Ash funds—proceeds designated to benefit the Moncure community



## What we get in return: Pipes in the ground

### Moncure:

- 1MGD of sewer capacity
- 9 miles of sewer line from Sanford
- 250,000 GD can be used for other industrial and non-industrial uses
- Total investment of \$3.4M leverages Golden Leaf grant and City of Sanford contribution of \$7.4M

## Moncure sewer project

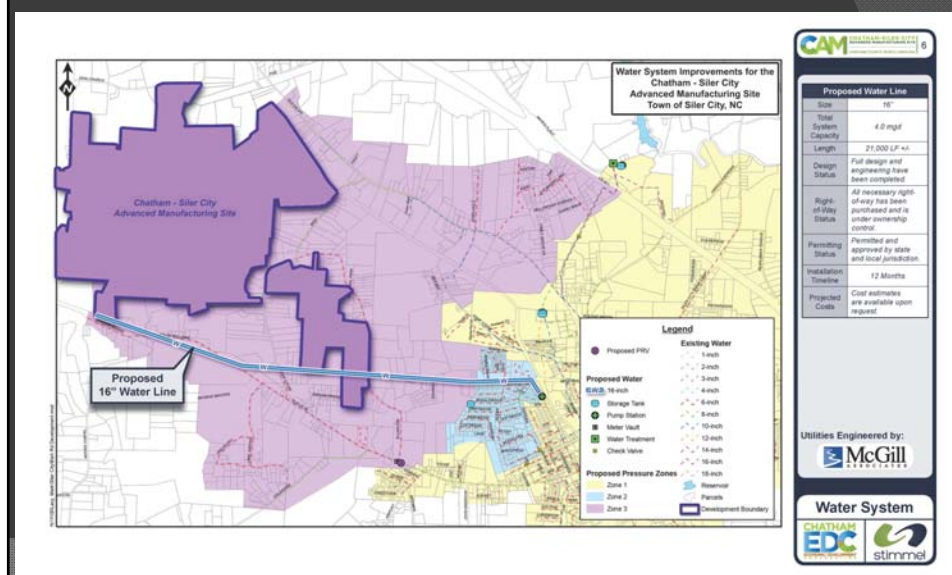


## What we get in return: Pipes in the ground

### CAM:

- 1MGD of new water capacity
- 4 miles of water line from Siler City along US 64 (beginning at N. Dogwood/US 64)
- US 64 opened for additional development
- 14 additional commercial accounts estimated that can be served
- Total investment of \$1.02M leverages Golden Leaf grant of \$4M

## CAM water project



## What we get in return

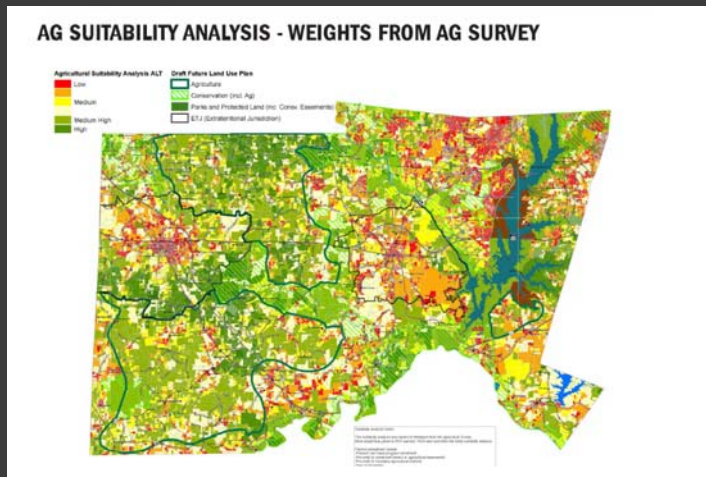
- Infrastructure **REGARDLESS** of a project landing on either site
- We never have to exercise the options to get the benefits

## Why infrastructure in these areas?

- Draft comprehensive plan shows development should be centered around towns and employment centers
- Both sites identified as employment centers; CAM is within Siler City's ETJ
- Both sites are already partially (Moncure) or fully (CAM) zoned heavy industrial
- Meets the draft plan goal of targeting development where we have existing development and within municipalities and protecting rural areas

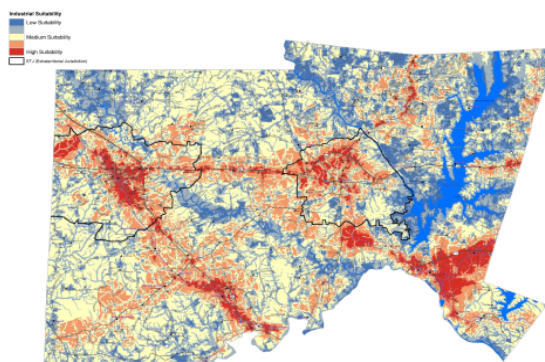


## Why infrastructure: Suitability for agriculture not high



## Why infrastructure: high suitability for industrial

### INDUSTRIAL LAND USES



### INDUSTRIAL FACTORS

- LANDS PROXIMAL TO EXISTING INDUSTRIAL LAND USES
- LANDS NOT PROXIMAL TO INCOMPATIBLE RESIDENTIAL USES
- LANDS PROXIMAL TO 4 LANE ROADS
- LANDS PROXIMAL TO RAILROADS
- LANDS PROXIMAL TO CURRENT AND FUTURE EXITS
- LANDS PROXIMAL TO SEWER
- LANDS PROXIMAL TO WATER SUPPLY LINES
- LANDS WITH BUILDABLE SLOPE
- LANDS NOT ENVIRONMENTALLY CONSTRAINED
- LANDS NOT IN WATER SUPPLY WATERSHEDS
- LANDS PART OF LARGE PARCELS
- LANDS PART OF DUKE ENERGY'S SITE READINESS PROGRAM

## Golden Leaf requirements

- Sites must be under public control
- Option must be for five years; must include a title insurance commitment
- Must set the purchase price:
  - Currently getting appraisals
  - Negotiated (max) price included in the draft agreement
- Option must be recorded in county ROD before June 1, 2017

## Key terms of options

- CAM:
  - Terminate current option
  - Option is on entire tract, 1,802 acres
  - County required to purchase 500 acres in northern tract (if less than 600 acres purchased), if option is exercised
  - Land is \$29,950/acre for first 500 acres and \$32,950/acre for additional land, subject to validation by an appraisal
  - Option cost \$50,000/year and counts towards purchase cost
  - Siler City has agreed to contribute \$25,000/year

## Key terms of options

- Moncure:
  - Option is on 1,077 acres of 2,285 total tract
  - No minimum amount of land to purchase
  - Land is \$25,000/acre subject to appraisal
  - Option cost is \$1; but county requested to make up funding gap for sewer

## Why pay for CAM option & not Moncure?

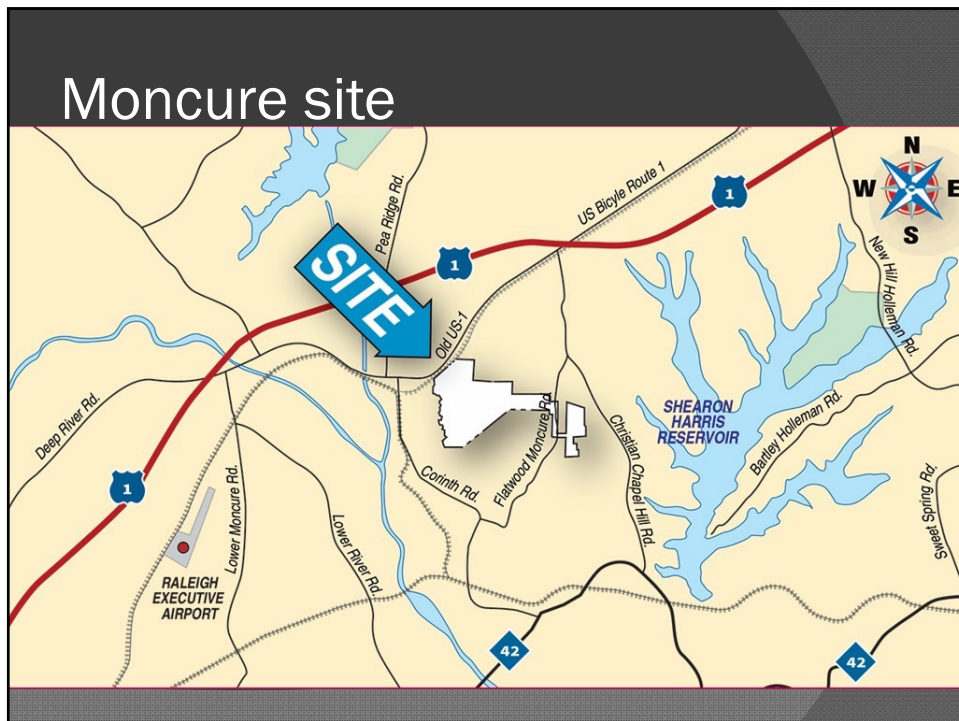
- There is no funding gap in CAM project cost
- CAM site is state certified
- Moncure sewer project requires \$3.4M from Chatham County
- Moncure owner agreed to contribute any payment for option towards county's contribution (\$500K discussed)

## If we exercise the option, how can the county afford the land?

- First, the choice to exercise the option is ours and will be based on the merits of a particular project
- Second, the amount of property purchased is our choice (min. of 500 acres for CAM)
- Third, another entity may buy the land
- Finally, the county could borrow funds
  - We would use the additional taxes to pay debt
  - Models based on \$1B investment show this is viable
  - Incentives policy may need to be adjusted

## Transformational Incentives Policy revision

- Includes revised language to consider land donation as part of incentives package
- Other incentives could be eliminated if necessary







# Chatham County, NC

## Text File

File Number: 17-2114

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**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Public Hearing

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Receive public comment on public option of the Moncure Megasite.

### Action Requested:

Chatham County (the "County") proposes to appropriate and expend the sum of \$1.00 in County funds for the following economic development purposes pursuant to North Carolina General Statute 158-7.1. The County intends to expend the foregoing funds to secure an option from Moncure Holdings, LLC to purchase approximately 1,077 acres of real estate located in Cape Fear Township, Chatham County, North Carolina. The option will exist and continue until June 30, 2022, and may be exercised at anytime during that period by notice that the County wishes to purchase the entire 1,077 acres or any portion thereof. A draft of the option agreement under consideration is available for review in the office of the County Clerk. The option agreement will provide the County site control of an approximately 1,077 acre site that can be marketed by the State and the County to a large industrial facility that will stimulate the local economy, promote business, and result in the creation of a substantial number of new jobs in the County that will pay at or above the median average wage in the County. The County will fund the appropriation with available revenues in the County's general fund. The Board of Commissioners believes this expenditure will substantially increase the likelihood that the County can recruit a large manufacturing or commercial plant that will increase the population, taxable property, and business and industrial prospects of the County.

### Introduction & Background:

### Discussion & Analysis:

### Budgetary Impact:

The County will fund the appropriation with available revenues in the County's general fund.

### Recommendation:

Accept public comments.



## **OPTION AGREEMENT**

**THIS OPTION AGREEMENT** (this “**Agreement**”) is made and entered into as of the Effective Date by and between MONCURE HOLDINGS, LLC, a North Carolina limited liability company (“**Seller**”), and CHATHAM COUNTY, a body politic and corporate of the State of North Carolina (“**Purchaser**”). The Effective Date of this Agreement is the date it is executed by Purchaser.

## **WITNESSETH**

**WHEREAS**, Seller is the owner of those certain tracts or parcels of real estate located in Haw River Township, Chatham County, North Carolina, more particularly described on **Appendix 1**, attached hereto and made a part hereof, together with all improvements, rights, privileges, easements and appurtenances belonging or appertaining thereto (collectively the “**Property**”); and

**WHEREAS**, Seller desires to grant Purchaser an option to purchase the Property (or any parts or portions thereof) as provided herein, and Purchaser desires to acquire such option pursuant to the terms hereof.

## **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Option.** In consideration of the terms and conditions of this Agreement and the Option Fee (as hereinafter defined), Seller hereby grants and conveys to Purchaser the exclusive right and option (the “**Option**”) to purchase the Property, or any portion or portions thereof from Seller during the Option Period (as hereinafter defined) for the Purchase Price (as hereinafter defined), upon the terms and conditions set forth in this Agreement. In the event Purchaser elects to purchase less than all of the Property the term “Property” hereunder shall include only the portion (or portions, if the Option is exercised more than once) of the Property selected by Purchaser.

2. **Option Fee.** The **Option Fee** shall be the sum of **\$1.00**, which shall be delivered to Seller on the Effective Date of this Agreement. The Option Fee shall be nonrefundable except as otherwise provided herein. The Option Fee shall be applied to the Purchase Price if the Option is exercised during the Option Period.

3. **Option Period.**

- (a) The **Option Period** shall commence on the Effective Date and shall exist and continue until June 30, 2022 (the “**Option Expiration Date**”). Purchaser shall have the Option Period to conduct its investigation of the Property, including, without limitation, determining the suitability of the Property for its intended use as determined by Purchaser (“**Intended**



Use”), conducting a survey of the Property, securing financing, and, at its option, obtaining an owner’s title insurance commitment for the Property. The costs and expenses of all of the foregoing items shall be borne by Purchaser.

- (b) Seller shall act reasonably to cooperate with Purchaser in its investigation of the Property, including without limitation, its surveying of the Property, obtaining title insurance, and inspecting the Property.
- (c) Seller agrees that, during the Option Period, Purchaser may make surveys, inspections, tests (including subsurface test) and other examinations (collectively, the “**Inspection**”), with respect to the Property. Purchaser and its agents, servants, employees, and contractors (collectively, each a “**Purchaser Party**”) shall have the right to enter upon the Property for the purpose of conducting the Inspection. In performing the Inspection, Purchaser shall not damage the Property and shall leave it in the same condition, reasonable wear and tear excepted, as it was prior to Purchaser’s entry. Should Purchaser or a Purchaser Party damage the Property, Purchaser shall repair all such damage promptly. Purchaser shall ensure that each party that performs work at the Property on behalf of Purchaser shall maintain commercial general liability insurance in amounts reasonable in light of the work performed by such party.
- (d) Seller agrees to deliver to Purchaser as soon as reasonably possible after the commencement of the Option Period, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies or title opinions, attorney’s opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property, and all plans, specifications, environmental, engineering and mechanical data relating to the Property, and reports such as soils reports and environmental audits, real property and other ad valorem tax bills and utility bills which are in Seller’s possession or which Seller can obtain with reasonable effort (the “**Property Information**”). Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney’s file to Purchaser and Purchaser’s agents and attorneys; and (2) the Property’s title insurer or its agent to release and disclose all materials in the Property’s title insurer’s (or title insurer’s agent’s) file to Purchaser and Purchaser’s agents and attorneys.
- (e) Purchaser shall advise Seller in writing of any objections to title or survey matters affecting the Property prior to the end of the Option Period and Seller shall within ten days after receipt of such objections advise Purchaser if Seller shall cure same, and if Seller agrees to do so, Seller shall act with diligence to cure, and if Seller does not respond to Purchaser, Seller shall be deemed to have refused to cure, in which case,

Purchaser may either (i) terminate this Agreement and receive back the Option Fee, or (ii) waive its objections and proceed to Closing hereunder. All title exceptions of record affecting the Property and not objected to by Purchaser and thereafter cured by Seller shall be referred to herein as the **“Permitted Exceptions.”**

- (f) Purchaser and Seller stipulate and agree that in connection with the Option and the purchase and sale of the Property as contemplated by this Agreement, (i) the City of Sanford, North Carolina (the **“City”**) has been awarded a conditional development grant (the **“Grant”**) from the Golden LEAF Foundation (the **“Foundation”**) and (ii) the City’s eligibility to receive Grant funding (**“Funding”**) and to participate with Purchaser in a project, or more than one, contemplated by the Grant, is conditioned upon compliance with certain guidelines set forth in that certain document attached hereto as **Appendix 2** (the **“Guidelines”**). The Guidelines contemplate, among other things, the delivery of the documents identified more particularly in the Guidelines (collectively, **“Grant Documents”**). To the extent compliance with the Guidelines and/or delivery of any Grant Document requires Seller’s cooperation and/or action, Seller agrees to cooperate and/or act to the extent reasonably necessary to enable the City to receive Funding and/or the other reasonable requests of the Foundation in connection therewith. Without limiting the generality of the foregoing, Purchaser and Seller stipulate that a fully-executed copy of this Agreement is a Grant Document, and a copy of this Agreement shall be delivered to the Foundation promptly following the due execution hereof.

4. Exercise of the Option. Purchaser may exercise the Option at any time, and from time to time, during the Option Period by providing written notice to Seller, which notice shall be delivered to Seller on or before the expiration of the Option Period, and shall indicate the portion of the Property selected by Purchaser, which may include all or any portion thereof, and if Purchaser selects less than all of the Property, Purchaser may continue to exercise the Option with respect to the remaining acreage during the Option Period by delivering one or more written notices of exercise, at one or more times, so long as any portion of the Property remains that is not under Option. Upon the exercise of the Option at one or more times by Purchaser as aforesaid, this Agreement shall constitute a binding agreement for the purchase and sale of the Property, or such portion thereof as is selected by Purchaser. If the Option is not exercised during the Option Period, the Option shall lapse and thereafter be null and void and of no legal effect.

5. Purchase Price; Payment. The purchase price for the Property shall be \$25,000.00 for each acre purchased as determined in accordance with a survey prepared by and at the cost of Purchaser and reasonably acceptable to Seller, with the price for any partial acre purchased being prorated (the **“Purchase Price”**). The Purchase Price (less the Option Fee for the first closing) shall be payable to Seller at Closing in cash or by delivery of certified funds as hereinafter provided.

6. Closing. Closing, or Closings if there be more than one (1), of the purchase and sale of the Property shall occur in Chatham County, North Carolina at the office of Purchaser's attorney, on a date and time which shall be specified by Purchaser in its notice exercising the option (the "**Closing Date**"), but in no event shall the Closing take place earlier than fifteen (15) days nor later than forty-five (45) days after the date of exercise, or at such other place and time as the parties hereto shall mutually agree (the "**Closing**"). At each Closing:

(a) Seller shall:

(i) Execute and deliver to Purchaser, or such other grantee as named by Purchaser, a special warranty deed to the Property, in reasonable form and content satisfactory to Purchaser in Purchaser's reasonable discretion, conveying good and marketable title in fee simple, and based upon a legal description of the Property from a survey prepared for Purchaser, and reasonably acceptable to Seller, or in the event Purchaser elects to purchase all of the Property and does not obtain a survey, the property description on Appendix 1 shall be used to prepare the deed from Seller to Purchaser. Title shall be conveyed subject only to the following:

(a) Zoning ordinances in effect;

(b) All easements and rights of way of record that will not materially and adversely affect Purchaser's Intended Use of the Property;

(c) Taxes for the year in which the closing takes place (which shall be prorated on the calendar year basis to the Closing Date);

(d) Such other exceptions as are approved in writing by Purchaser;

Notwithstanding the foregoing, Seller shall satisfy and discharge of record any and all liens, mortgages, or deeds of trust encumbering the Property due to an act or omission of Seller and in no event shall any such lien, mortgage, or deed of trust be considered a Permitted Exception.

(ii) Pay Seller's closing costs as hereinafter specified;

(iii) Deliver to Purchaser an affidavit indicating that Seller is not a foreign entity;

(iv) Deliver to Purchaser and Purchaser's title insurer an affidavit and indemnity agreement in standard form regarding contractor's and

materialmen's liens on the Property reasonably acceptable to Purchaser's title insurer; and

- (v) If requested, deliver to Purchaser a resolution reasonably satisfactory to Purchaser, authorizing the transaction contemplated herein; and
- (vi) Satisfy and discharge of record any mortgage, deed of trust, assessment, and other liens encumbering the Property.

(b) Purchaser shall:

- (i) Pay the Purchase Price as herein defined;
- (ii) Pay Purchaser's closing costs as hereinafter specified;

Closing costs at the Closing shall be paid as hereinafter specified:

(c) By Seller:

- (i) All taxes due on the Property for years prior to the year of the Closing;
- (ii) Seller's portion of the prorated ad valorem real property taxes for the year of Closing on the Property;
- (iii) Seller's brokerage fees;
- (iv) Seller's attorney's fees;
- (v) The cost of deed preparation, revenue stamps required by law, any assessments, pending or confirmed, and the cost to clear any lien, encumbrance, or other title exception on the Property required to be cleared by Seller;
- (vi) All late payment penalties, if any, and personal property taxes on the Property for the entire year in which the Closing occurs; and
- (vii) Such other incidental costs and fees customarily paid by sellers in Chatham County, North Carolina land transactions of this nature.

(d) By Purchaser:

- (i) Purchaser's attorney's fees;
- (ii) Purchaser's portion of the prorated ad valorem real property taxes for the year of the Closing on the Property;

- (iii) The cost of recording the special warranty deed to the Property;
- (iv) The cost of the surveys and fees and premiums for the Commitment for title insurance; and fees and premiums for the policies of title insurance for the Property, if any; and
- (v) Such other incidental costs and fees customarily paid by purchasers in Chatham County, North Carolina land transactions of this nature.

After the Closing, Seller agrees that it will take such actions and properly execute and deliver to Purchaser such further instruments of assignment, conveyance, and transfer as may be reasonably necessary to assure the full and effective transfer and conveyance of the Property and title thereto.

7. Condition of Property:

(a) With its signature below, Purchaser acknowledges and agrees that, except as expressly provided in this Agreement and in the deed from Seller to Purchaser at Closing, the Property is to be purchased and accepted by Purchaser in its condition as of the Closing, "as is", without any implied or express warranty or representation by Seller, with all patent and latent defects. Except as otherwise specifically set forth in this Agreement (and the special warranty of title to be set forth in the special warranty deed), Seller disclaims the making of any representations or warranties, express or implied regarding the Property or matters affecting the Property, including, without limitation, title to or the boundaries of the Property, topography, climate, air, water rights, utilities, leases, water, present and future zoning, any covenants or restrictions, physical condition, soil condition, pest control matters, engineering characteristics, traffic patterns, purposes to which the Property may be suited, value, potential for development, environmental contamination, drainage, access to public roads, proposed routes of roads or extensions thereof, and compliance with building, health, safety laws, environmental laws, land use laws and regulations to which the Property may be subject and all other matters in any way affecting the Property, or the use or ownership thereof (hereinafter collectively called the "**Property Matters**"). Purchaser, moreover, acknowledges that Seller cannot and does not make any warranty or representation whatsoever concerning the completeness or the accuracy of information contained in any documents provided by Seller for the Property, that Purchaser is not relying upon any representations and warranties, other than those specifically set forth in this Agreement (and the special warranty of title to be set forth in the special warranty deed), made by Seller or anyone acting or claiming to act on Seller's behalf concerning the Property. Purchaser further acknowledges that it has not received from Seller any accounting, tax, legal, architectural, engineering, property management, environmental or other advice with respect to this transaction and is relying solely upon the advice of its own accounting, tax, legal, architectural, engineering, property management, environmental and other advisors. THEREFORE, EXCEPT AS EXPRESSLY SET FORTH HEREIN (AND THE SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED), SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO PURCHASER, AND SELLER IS TRANSFERRING AND PURCHASER IS

PURCHASING THE PROPERTY IN ITS “AS-IS” CONDITION AT CLOSING, AND PURCHASER ASSUMES THE RISK THAT ADVERSE PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS REVIEW OF THE PROPERTY AND PURCHASER, FOR ITSELF AND ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES SELLER, ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL RIGHTS, CLAIMS AND DEMANDS AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS AGREEMENT, WHICH PURCHASER HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITION OF THE PROPERTY. IN GIVING THIS RELEASE, PURCHASER EXPRESSLY WAIVES THE BENEFIT OF ANY STATUTORY PROVISION OR DECISIONAL LAW, IF ANY, THAT WOULD PRECLUDE THE EXTENSION OF THIS RELEASE TO CLAIMS WHICH PURCHASER DID NOT KNOW OR SUSPECT TO EXIST AT THE TIME OF EXECUTION OF THIS AGREEMENT, WHICH, IF KNOWN BY PURCHASER, MAY HAVE MATERIALLY AFFECTED THE GIVING OF THIS. THIS WAIVER AND RELEASE BY PURCHASER SHALL EXTEND AND BE BINDING UPON PURCHASER FOREVER. The acknowledgments contained in this Section constitute a conclusive admission that Purchaser, as a sophisticated, knowledgeable investor in real estate, has, except as herein specifically provided, relied upon its own judgment as to any matter germane to the Property, or its purchase or contemplated use thereof, and that any other statement with respect thereto, whether oral, written, constructive express or implied, is immaterial to Purchaser.

(b) The Property must be in substantially the same or better condition at Closing as on the date this Agreement is executed by Seller, as determined by Purchaser in Purchaser’s reasonable discretion.

8. Possession. Possession shall be delivered at Closing. No alterations, excavations, removals, or other such activities may be done by Seller before possession is delivered. Seller shall remove, by the date possession is delivered to Purchaser, all personal property, if any, which is not a part of the purchase, and all garbage and debris from the Property.

9. Delay in Closing: If a party is unable to complete Closing by the Closing Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Closing (“**Delaying Party**”), and if the other party is ready, willing and able to complete Closing on the Closing Date (“**Non-Delaying Party**”) then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and shall be entitled to a delay in Closing. If the parties fail to complete Closing within fifteen (15) business days of the Closing Date, or to further extend the Closing Date by written agreement, then the Delaying Party shall be in default and the Non-Delaying Party may terminate this Agreement and shall be entitled to enforce any remedies available to such party under this Agreement for the breach.

10. Conditions Precedent to Purchaser’s Obligations. If the Option is exercised by Purchaser, the obligations and liabilities of Purchaser hereunder shall be in all respects conditioned upon satisfaction of each of the following conditions precedent (the “Conditions

Precedent”) at or prior to Closing:

- (a) Neither Seller nor the Property shall be subject to any judgment or decree of competent jurisdiction, or to any litigation or administrative proceeding which would adversely affect the Property or which would adversely affect Seller’s right to enter into this Agreement.
- (b) All representations and warranties made by Seller in this Agreement shall be true and accurate in all material respects and remain in full force and effect as of the date of Closing, and for a period of one hundred and eighty (180) days thereafter.
- (c) The present zoning of the Property shall not have been changed or modified and no application for any change or modification by Seller shall be pending as of the date of Closing.
- (d) There shall be no restrictive covenants which prevent, restrict, or limit in any way Purchaser’s Intended Use.
- (e) The City shall have received Funding from the Foundation.

11. Covenants of Seller. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations, warranties and covenants with respect to the Property, which are true as of the date of this Agreement and shall also be true as of the date of the exercise of the Option and shall survive Closing, upon each of which Seller acknowledges and agrees that Purchaser is entitled to rely and has relied:

- (a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of North Carolina.
- (b) Seller has the lawful right, power, authority and capacity to enter into and to perform this Agreement.
- (c) To the best of Seller’s knowledge, Seller has complied with all applicable laws, ordinances, regulations and restrictions relating to the Property.
- (d) To the best of Seller’s knowledge, there are no parties, other than Seller, occupying any portion of the Property as lessees, or otherwise, and there are no leases applicable to or affecting the Property other than short-term hunting and timber leases (“**Leases**”). Seller may terminate each Lease on no more than thirty (30) days’ written notice to the tenant thereunder, and Seller shall do prior to Closing on written notice from Seller.
- (e) Seller has received no notice of and Seller has no knowledge of any pending or threatened condemnation or similar proceeding or special assessment affecting the Property, or any part thereof and Seller has no knowledge of any such proceeding or assessment contemplated by any

Governmental Authority. As used herein, the term "Governmental Authority" shall mean the United States, the State of North Carolina, and any agency, department, commission, board, bureau or instrumentality of any of them, including any North Carolina city or county. If Seller receives such notice during the term of this Agreement, Seller shall immediately notify Purchaser in writing.

- (f) Seller has no knowledge of any unpaid charges, debts, liabilities, claims or obligations arising from the construction, occupancy, ownership, use or operation of the Property, which could give rise to any mechanics' or materialmen's or other statutory lien against the Property, or any part thereof.
- (g) There is no pending, or to Seller's knowledge, threatened litigation or administrative proceedings which could adversely affect title to the Property or any part thereof or the ability of Seller to perform any of its obligations hereunder. If such notice or knowledge becomes available to the Seller during the term of this Agreement, Seller shall immediately notify Purchaser in writing.
- (h) To the best of Seller's knowledge performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound.
- (i) To the best of Seller's knowledge, all documents and information delivered or to be delivered by Seller to Purchaser are complete, true and correct in all material respects unless otherwise stated, provided that Seller is not warranting in any way the accuracy or correctness of any statement made by third parties within such documents.
- (j) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1954, as amended.
- (k) Promptly upon obtaining knowledge of the institution of foreclosure or any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Seller will notify Purchaser of the pendency of such proceedings.
- (l) Seller shall not knowingly act in a manner that would cause any of Seller's representations and warranties to be breached between the date hereof and the exercise of the Option or Closing, provided that Seller shall have no obligation, nor shall this Agreement be affected by, acts of third parties that are inconsistent with such representations.



- (m) To the best of Seller's knowledge there are no confirmed or proposed special assessments against the Property, and should there be any Seller shall fully discharge the same at or prior to closing.
- (n) Seller shall deliver to Purchaser the following items related to the Property (hereinafter the "Preliminary Information"):
  - (i) Copies of any notices received by Seller from governmental authorities relating to the utilities on the Property, the water and/or sewer systems, roads, wetlands, or other similar information in Seller's possession which may help the Purchaser in its inspection of the Property.
  - (ii) Copies of the latest survey in Seller's possession.

12. Conditions Precedent to Seller's Obligations. If this Option is exercised by Purchaser, Seller's obligations hereunder are conditioned upon performance by Purchaser of the following conditions precedent:

- (a) All representations and warranties made by Purchaser in this Agreement shall be true and accurate and remain in full force and effect.
- (b) Payment by Purchaser at Closing of the balance of the Purchase Price in the manner herein provided.

13. Remedies on Default.

- (a) Remedies of Seller. In the event of a default or breach by Purchaser, after the exercise of the Option, of any of the terms and provisions of this Agreement, as its sole and exclusive remedies hereunder, Seller shall have the right to (i) pursue specific performance of this Agreement against Purchaser and to retain the Option Fee, or (ii) terminate this Agreement.
- (b) Remedies of Purchaser. In the event of a default or breach by Seller of any of the terms and provisions of this Agreement, regardless of whether prior to or after the exercise of the Option, as its sole and exclusive remedies hereunder, the Option Fee shall be refunded to Purchaser upon Purchaser's request and (i) Purchaser shall have the right to terminate this Agreement, or (ii) to pursue specific performance of this Agreement against Seller.

Notwithstanding the foregoing provisions of this Section no default by either party shall entitle the non-defaulting party to terminate this Agreement or take any other action against the defaulting party on account of the default unless the non-defaulting party gives the defaulting party written notice of the default which describes the default with reasonable specificity, and the defaulting party fails to remedy the default within five (5) days after receipt of such notice.

14. Eminent Domain. Notwithstanding anything in this Agreement to the contrary, if after the Effective Date, any part of the Property is condemned, threatened, or appropriated by public authority or any party exercising the right of eminent domain, Purchaser may elect to terminate the Agreement and be entitled to the return of the Option Fee and the parties hereto shall have no further liability to each other hereunder. Should Purchaser elect not to terminate this Agreement, the Purchase Price shall be reduced by the amount of the award received by Seller.

15. Risk of Loss. The risk of loss or damage by fire or any other casualty prior to closing shall be upon Seller. If the improvements, should there be any, on the Property are destroyed or materially damaged prior to exercise of the Option or prior to Closing, Purchaser may terminate this Agreement by written notice delivered to Seller and the Option Fee shall thereupon be refunded to Purchaser. In the event Purchaser does not elect to terminate this Agreement, and provided the Option has been exercised, Purchaser shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property, in an amount not to exceed the Purchase Price.

16. Brokerage. Purchaser and Seller shall pay their own brokerage fees. Each party hereto agrees to indemnify, defend, and hold the other party harmless of and from any loss suffered as a result of brokerage fees claimed by any party with whom they have dealt.

17. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party which consent shall not be unreasonably withheld; provided, however, Purchaser shall have the right to assign this Agreement to another governmental entity without the consent of Seller.

18. Survival. All of the representations, warranties, covenants and agreements of Seller and Purchaser made in or pursuant to the Agreement shall survive Closing for a period of 180 days.

19. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore entered into between the parties are merged herein. This Agreement may not be changed orally, but only by an agreement in writing signed by both Purchaser and Seller. No waiver of any of the provisions to this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of the Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns as may be applicable. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Time is of the essence of this Agreement.

20. Memorandum of Option. This Agreement is not to be recorded. At the request of either party a memorandum hereof in statutory form shall be executed by the parties and

recorded at the cost of the party requesting the same. This Agreement is a public record and is subject to the North Carolina Public Records Law.

21. Notices. Notices given pursuant to this Agreement shall be in writing, delivered in person, by overnight delivery, or by certified or registered mail, return receipt requested, postage or fees prepaid, addressed to the mailing addresses given herein, and shall be deemed effective upon the date received via personal delivery, five (5) business days after being deposited in the United States Mail, postage prepaid, by certified or registered mail, or one (1) day after delivery to a recognized overnight delivery service (e.g., Federal Express), with delivery charges thereon prepaid. The parties hereto shall be responsible for notifying each other of any change of address. Mailing addresses of the parties are as follows:

SELLER: Moncure Holdings, LLC  
Attn: Jason Kaplan, Manager  
282 Century Place  
Suite 2000  
Louisville, CO 80027

With a copy to:

Dennis Wicker  
Nelson Mullins  
4140 Parklake Avenue  
Suite 200  
Raleigh, NC 27612

PURCHASER: Chatham County  
Attention: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina 27312-1809

[THE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as the Effective Date.

**CHATHAM COUNTY**

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

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_ day of \_\_\_\_\_, 2017.

Official Signature of Notary: \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_, Notary Public

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

(Official Seal)

[THE SIGNATURE PAGES CONTINUE]

**MONCURE HOLDINGS, LLC**

By: Mountain View Holdings, LLC, its  
manager

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:\_\_\_\_\_.

Date: \_\_\_\_ day of \_\_\_\_\_, 2017.

Official Signature of Notary: \_\_\_\_\_  
Notary's Printed or Typed Name: \_\_\_\_\_, Notary Public

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

(Official Seal)

[THIS IS THE FINAL SIGNATURE PAGE]

**APPENDIX 1**

**The Property**

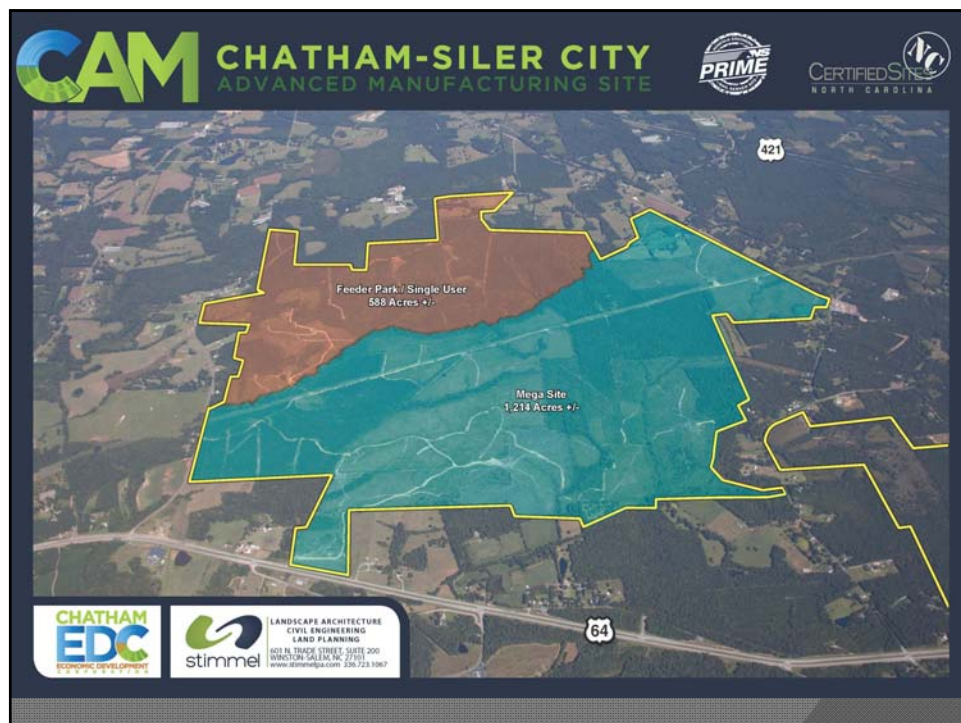
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**APPENDIX 2**

**The Guidelines**

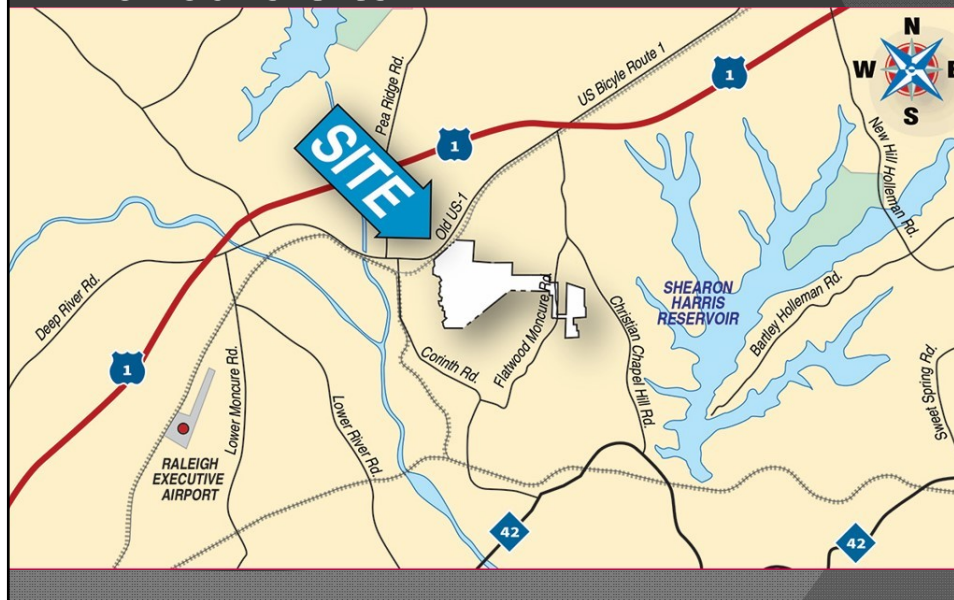
(See attached)

DRAFT





## Moncure site



## Background

Chatham County optioned the CAM site last year through June 30, 2017:

- Secretary of Commerce stated on October 26, 2015 that a public option was required for state participation
- In anticipation of Golden Leaf funding
- \$108,912.46 of option fee has been used by property owner for design of US 421 interchange; an additional amount of \$303,000 is earmarked for this work

## Why do options now?

- Golden Leaf has partially funded infrastructure requests:
  - Siler City received \$4,000,000 for CAM for water/sewer (total project \$8.87M)
  - Sanford received \$4,000,000 for Moncure sewer (total project \$11M)
- Golden Leaf's expectation is that the infrastructure projects serve more than just the megasites

## Key terms of options

- CAM:
  - Terminate current option
  - Option is on entire tract, 1,802 acres
  - County required to purchase 500 acres in northern tract (if less than 600 acres purchased), if option is exercised
  - Land is \$29,950/acre for first 500 acres and \$32,950/acre for additional land, subject to validation by an appraisal
  - Option cost \$50,000/year and counts towards purchase cost
  - Siler City has agreed to contribute \$25,000/year

## Key terms of options

- Moncure:
  - Option is on 1,077 acres of 2,285 total tract
  - No minimum amount of land to purchase
  - Land is \$25,000/acre (subject to appraisal)
  - Option cost is \$1; but county requested to make up funding gap for sewer

## What does the county have to invest to leverage Golden Leaf funds?

- \$125,000 to CAM site owner for option [Siler City will also pay \$125,000]; \$50,000 due annually [\$25K is our portion]
- \$3,423,636 for Moncure site [\$1 for option and \$3,423,635 for funding gap in sewer project]

## What is our total investment (past and proposed) in these sites?

<b>Moncure Site</b>	
Sanford Wastewater Extension Estimate	\$11,000,000.00
Golden LEAF Grant	\$4,000,000.00
City of Sanford's contribution	\$3,423,635.00
<b>Chatham Proposed Project Share</b>	<b>\$3,423,635.00</b>
Property Option	\$1.00
<b>Total Proposed Chatham County Expenditures for Moncure</b>	<b>\$3,423,636.00</b>
<b>CAM Site</b>	
Siler City Water Extension Estimate	\$4,000,000.00
Golden LEAF Grant	\$4,000,000.00
<b>Chatham Proposed Project Share</b>	<b>\$0.00</b>
Wastewater & Water Design & Engineering	\$356,679.99
Property Option #1 (expires June 30, 2017)	\$540,654.00
Proposed Property Option #2	\$125,000.00
<b>Total Chatham County Expenditures for CAM</b>	<b>\$1,022,333.99</b>

## How do we propose to pay for it?

- Proposed spending does not further burden taxpayers
- CAM site option (\$125K) will be paid for from the 201x sale of land in the Business Campus—proceeds designated for economic development
- Moncure project and option (\$3.4M) will be paid for from Coal Ash funds—proceeds designated to benefit the Moncure community

## What we get in return: Pipes in the ground

### Moncure:

- 1MGD of sewer capacity
- 9 miles of sewer line from Sanford
- 250,000 GD can be used for other industrial and non-industrial uses
- Total investment of \$3.4M leverages Golden Leaf grant and City of Sanford contribution of \$7.4M

## Moncure sewer project



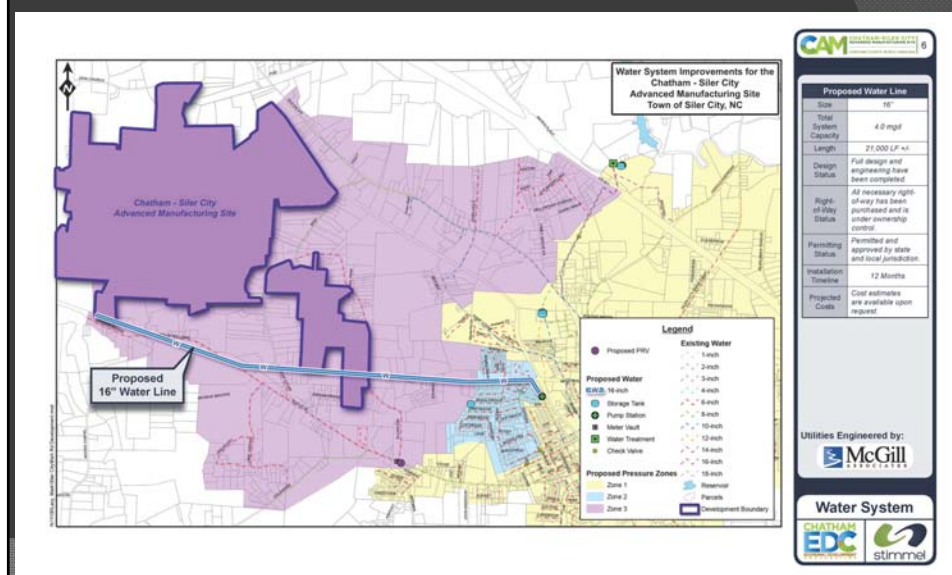


## What we get in return: Pipes in the ground

### CAM:

- 1MGD of new water capacity
- 4 miles of water line from Siler City along US 64 (beginning at N. Dogwood/US 64)
- US 64 opened for additional development
- 14 additional commercial accounts estimated that can be served
- Total investment of \$1.02M leverages Golden Leaf grant of \$4M

## CAM water project



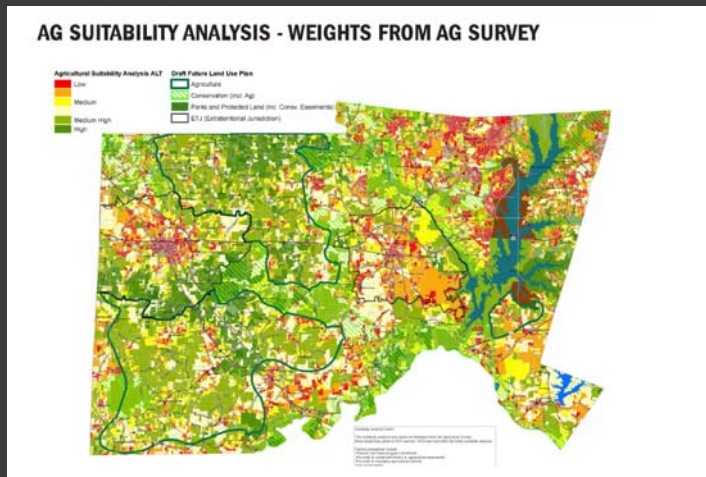
## What we get in return

- Infrastructure **REGARDLESS** of a project landing on either site
- We never have to exercise the options to get the benefits

## Why infrastructure in these areas?

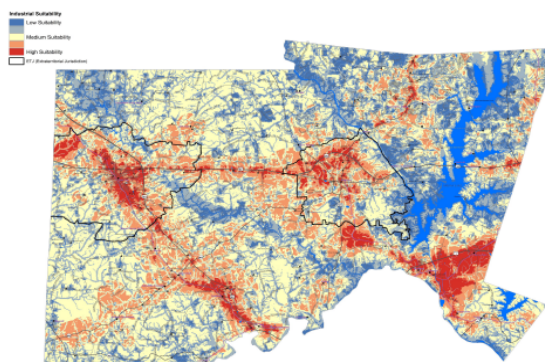
- Draft comprehensive plan shows development should be centered around towns and employment centers
- Both sites identified as employment centers; CAM is within Siler City's ETJ
- Both sites are already partially (Moncure) or fully (CAM) zoned heavy industrial
- Meets the draft plan goal of targeting development where we have existing development and within municipalities and protecting rural areas

## Why infrastructure: Suitability for agriculture not high



## Why infrastructure: high suitability for industrial

### INDUSTRIAL LAND USES



### INDUSTRIAL FACTORS

- LANDS PROXIMAL TO EXISTING INDUSTRIAL LAND USES
- LANDS NOT PROXIMAL TO INCOMPATIBLE RESIDENTIAL USES
- LANDS PROXIMAL TO 4 LANE ROADS
- LANDS PROXIMAL TO RAILROADS
- LANDS PROXIMAL TO CURRENT AND FUTURE EXITS
- LANDS PROXIMAL TO SEWER
- LANDS PROXIMAL TO WATER SUPPLY LINES
- LANDS WITH BUILDABLE SLOPE
- LANDS NOT ENVIRONMENTALLY CONSTRAINED
- LANDS NOT IN WATER SUPPLY WATERSHEDS
- LANDS PART OF LARGE PARCELS
- LANDS PART OF DUKE ENERGY'S SITE READINESS PROGRAM



## Golden Leaf requirements

- Sites must be under public control
- Option must be for five years; must include a title insurance commitment
- Must set the purchase price:
  - Currently getting appraisals
  - Negotiated (max) price included in the draft agreement
- Option must be recorded in county ROD before June 1, 2017

## Key terms of options

- CAM:
  - Terminate current option
  - Option is on entire tract, 1,802 acres
  - County required to purchase 500 acres in northern tract (if less than 600 acres purchased), if option is exercised
  - Land is \$29,950/acre for first 500 acres and \$32,950/acre for additional land, subject to validation by an appraisal
  - Option cost \$50,000/year and counts towards purchase cost
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## Key terms of options

- Moncure:
  - Option is on 1,077 acres of 2,285 total tract
  - No minimum amount of land to purchase
  - Land is \$25,000/acre subject to appraisal
  - Option cost is \$1; but county requested to make up funding gap for sewer

## Why pay for CAM option & not Moncure?

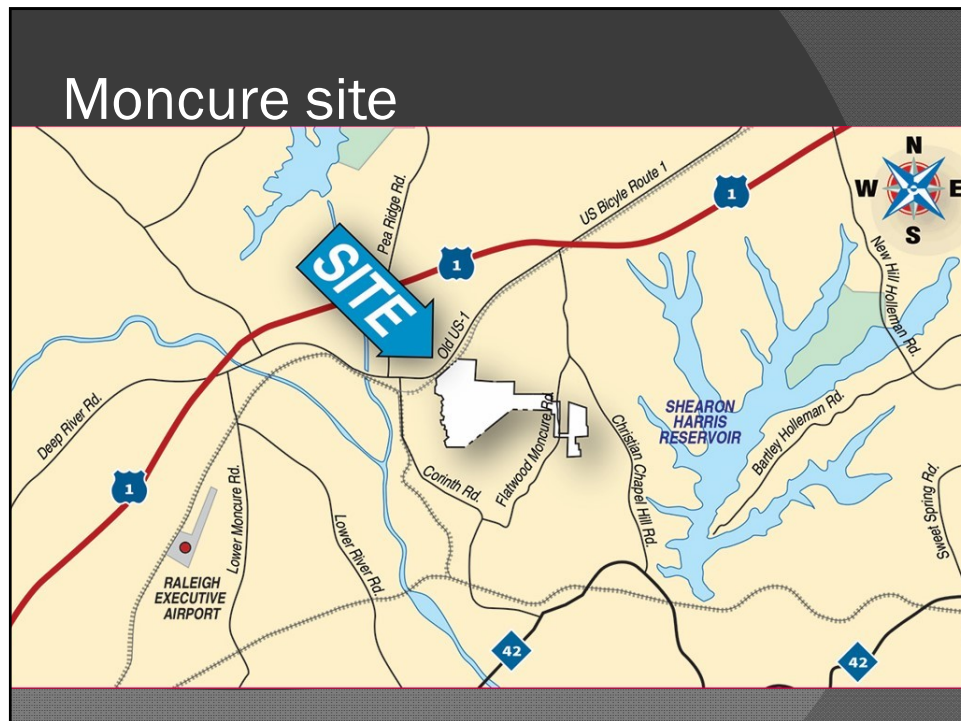
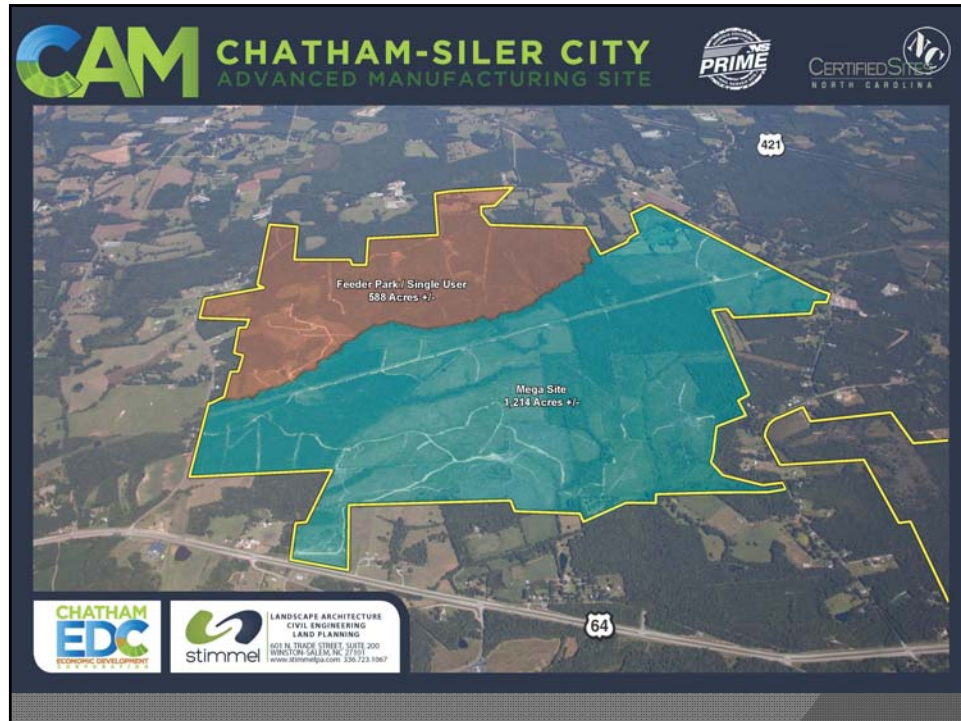
- There is no funding gap in CAM project cost
- CAM site is state certified
- Moncure sewer project requires \$3.4M from Chatham County
- Moncure owner agreed to contribute any payment for option towards county's contribution (\$500K discussed)

## If we exercise the option, how can the county afford the land?

- First, the choice to exercise the option is ours and will be based on the merits of a particular project
- Second, the amount of property purchased is our choice (min. of 500 acres for CAM)
- Third, another entity may buy the land
- Finally, the county could borrow funds
  - We would use the additional taxes to pay debt
  - Models based on \$1B investment show this is viable
  - Incentives policy may need to be adjusted

## Transformational Incentives Policy revision

- Includes revised language to consider land donation as part of incentives package
- Other incentives could be eliminated if necessary





# Chatham County, NC

## Text File

File Number: 17-2096

**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Board Priorities

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

**File Type:** Agenda Item

**Agenda Number:**

Receive a request from the Board of Education for a vote to approve the purchase price of the elementary school site.

**Introduction & Background:**

NC General Statute 115C-426(f) requires that the board of education receive board of commissioners' approval on the purchase price of property.

The Board of Education has gone through an extensive process to identify and select a suitable site for the new elementary school.

The Board of Education has selected property on Andrew's Store Road at the southwest corner of the intersection of Parker Herndon Road. A plat of the property is attached.

To date, the Board of Education has performed the following site investigations of the property:

**Administrative**

- Preliminary review with Chatham County Planning indicates that the project will require a conditional use permit revision to the Briar Chapel C.U.P.

**Design**

- Architect has determined that a one-story 750 capacity elementary school physically fits on the site.
- Preliminary siting provides for one point of entrance on Parker Herndon Road.

**Utilities**

- Municipal water is in close proximity
- Briar Chapel's wastewater treatment facility is in close proximity

**Traffic Impact Analysis**

- Recommended Improvements
  - Andrews Store Road
    - Widen to three lanes from Granite Mill Blvd to Woodland Grove lane with appropriate turn lanes for Woodland Grove and Parker Herndon.
  - Parker-Herndon
    - Install turn lanes into site and onto Andrews Store Road
    - Install signal at Andrews Store/Parker Herndon

The closing date is projected to be during or prior to September of 2017.

Discussion & Analysis:

The board of education is requesting approval of the purchase price for the following property:

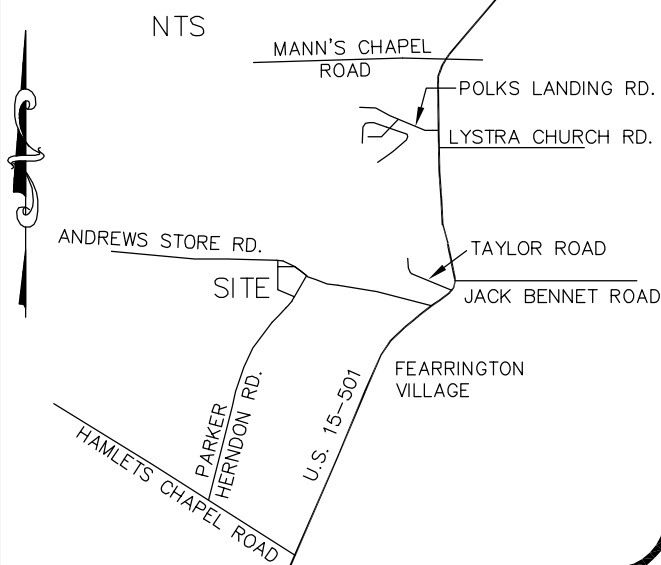
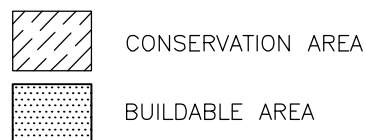
- Parcel # 0079946 (23.46 acres): Owned by Briar Chapel
- Parcel # 0002715 Windsor Parcel (2.05 acres) Owned by Briar Chapel
- Total acreage: 25.51 acres
- Total Cost: \$750,000.00 plus closing costs

Budgetary Impact:

The recommended 2018-2024 CIP includes \$750,000 for an elementary school.

Recommendation: Approve the purchase price for parcels 79946 and 2715 in the amount of \$750,000.00 plus closing costs.

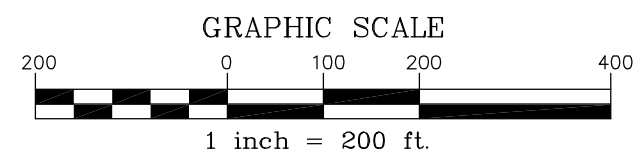
## VICINITY MAP

**BRIAR CHAPEL™**by  
Newland COMMUNITIES**NNP-BRIAR CHAPEL, L.L.C.**16 WINDY KNOLL CIRCLE  
CHAPEL HILL, NORTH CAROLINA 27516JOHNNY NEWTON  
CARPENTER  
D.B. 844, PG. 694  
9765-52-4177GLENDALE  
CARPENTER  
D.B. 667, PG. 793  
9765-52-6086CHATHAM COUNTY  
D.B. 1428, PG. 443  
9765-62-1645  
(SCHOOL SITE)WINDSOR PARCEL  
2.06 ACNNP BRIAR CHAPEL  
D.B. 1198, PG. 510  
9765-72-8431SANDRA TRIPP  
D.B. 880, PG. 419  
D.B. 880, PG. 422  
P.B. 2001, PG. 242  
9765-61-7562WOODS CHARTER SCHOOL  
D.B. 1348, PG. 941  
P.B. 2007, PG. 118  
9765-71-3450NNP BRIAR CHAPEL  
D.B. 1198, PG. 510  
9765-70-0357  
(PARK SITE)TOTAL AREA:  
23.46 ACRESNNP BRIAR CHAPEL  
D.B. 1198, PG. 510  
9765-60-8560  
23.46 ACRES100' WATER HAZARD SETBACK  
VEGETATIVE STREAM BUFFER  
&  
CONSERVATION EASEMENT  
D.B. 1291, PG. 731DONALD W. &  
PATRICIA PARKER  
D.B. 456, PG. 463  
9765-50-8369CAREY B. &  
JENNIFER K. CARPENTER  
D.B. 565, PG. 232  
P.B. 90, PF. 361  
9765-31-5317DONALD W. PARKER  
D.B. 5-E, PG. 277  
9765-50-3406

## CALCULATIONS

- BUILDABLE AREA: 2.48 AC
- SPRAY AREA: 10.76 AC
- CONSERVATION AREA: 4.67 AC
- 100' PERIMETER/VIEWSHED BUFFER (NOT IN CONSERVATION): 5.98 AC
- WINDSOR PARCEL: 2.06 AC
- TOTAL SITE AREA: 23.46 AC

NOTE: THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT  
BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY  
FOR COMPLIANCE WITH ANY APPLICABLE REGULATIONS.

THE JOHN R. McADAMS  
COMPANY, INC.ENGINEERS • PLANNERS • SURVEYORS • ENVIRONMENTAL  
RESEARCH TRIANGLE PARK • CHARLOTTE  
6701 Carmel Road, Suite 205, Charlotte, N.C. 28217  
800-783-5646 • www.johnmcadams.com • License No.: C-0283**ANDREW STORE ROAD & PARKER  
HERNDON ROAD TRACTS  
EXHIBIT MAP**

PROJECT NO. NEW-12020

FILENAME: NEW-12020

SCALE: 1" = 200'

DATE: 01-29-2013

McADAMS





# Chatham County, NC

## Text File

File Number: 17-2112

**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Board Priorities

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Vote on a request to approve a request by the Board of Education that the Jack Bennett site be held in reserve for public school purposes to be determined by the Chatham County Board of Education.

Action Requested: Vote on a request to approve a request by the Board of Education that the Jack Bennett site be held in reserve (land banked) for public school purposes to be determined by the Chatham County Board of Education.

Introduction and Background: In 2001, Chatham County purchased 94 acres of land on Jack Bennett Road for a new high school, at a cost of \$1,224,500. The county used school impact fees to pay for the property. The Board of Education determined that the Jack Bennett Road site was not suitable for construction of a new high school and declared the property surplus on November 3, 2014.

On December 15, 2014 the Board of Commissioners adopted an interlocal agreement that returned the site to the county. State law requires that the Board of Education receive fair market value for the property, so county administration's intent was to sell the property. However, as the Board of Education searched for school sites, the county has continued to hold this property in case it was needed.

The proceeds from the sale of the site would return to the Board of Education, but could only be used for student-capacity related growth, such as land, construction of schools, or purchase of mobile classrooms (because impact fees funded it originally). The Board of Commissioners must approve how the funds are used. If the county cannot sell the property, the agreement stipulates that the county satisfies its obligation by returning the property to the Board of Education.

### Discussion & Analysis:

The Board of Education has had difficulty finding school sites in the northeastern part of the county. Given the fact that the Board of Education, which would ultimately benefit from the property's sale, has requested the land be banked, the County Manager recommends that the property be held by the county and this decision be revisited every five years to see if circumstances have changed.

Budgetary Impact: The school system would forego any proceeds from sale of the



property. These proceeds could conceivably be used to offset currently planned growth-related capital projects.

Recommendation: Motion to approve request by the Board of Education that the Jack Bennett site be held in reserve for public school purposes to be determined by the Chatham County Board of Education and that this decision be reexamined every five years.



# Chatham County, NC

## Text File

File Number: 17-2111

**Agenda Date:** 4/17/2017

**Version:** 1

**Status:** Board Priorities

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

**File Type:** Resolution

**Agenda Number:**

Vote to Approve a Resolution Opposing House Bill 436 (Elimination of Local Government Impact Fees That Fund Infrastructure Needs)

Action Requested: Vote to approve the proposed resolution which opposes North Carolina House Bill 436, which would immediately repeal all local government impact fees levied on new development to pay for schools, water and other infrastructure needs.

Introduction & Background: On March 22, 2017, NC State Representative Sarah Stevens from Surry County introduced House Bill 436 to repeal all local government impact fees. A total of 22 local governments currently have this authority, including three counties (Chatham, Catawba and Orange).

The bill would immediately remove this revenue source, even though most of the revenues have already been budgeted for current or planned facilities through capital planning.

Discussion & Analysis:

In Chatham County, the key impacts would be:

- \$4.5 million in lost **annual revenue**, including \$2.8 million for schools and \$1.7 million for water system
- The lost revenue represents 4.7 cents on the property tax rate
- Much of these revenues are already budgeted through our Capital Improvement Plan to pay down debt on school projects.
- We would be put in the difficult position of major property tax increase and/or cuts in necessary services at a time that demands for services are on the rise.
- The water impact fees are set aside to pay Chatham County's share of a future regional water plant on the west side of Jordan Lake. Our share is estimated at \$70-\$80 million. Without the water impact fee revenues, a huge burden would be placed on property owners.
- The result is to shift the cost burden of facility needs to all property owners, regardless of their income.

Budgetary Impact: \$4.5 million reduction in annual revenue for school and water facilities

Recommendation:

Vote to approve the resolution, which will be sent to Governor Cooper, Speaker of the House, Senate Leadership, Key Committee Chairs, our legislative delegation, Triangle J Council of Governments and NC Association of County Commissioners.



## CHATHAM COUNTY COMMISSIONERS

James Crawford, Chairman  
Diana Hales, Vice Chairman  
Mike Dasher  
Karen Howard  
Walter Petty

## COUNTY MANAGER

Renee Paschal

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

## Chatham County Board of Commissioners

### A Resolution Opposing HB 436 to Eliminate Local Government Impact Fees That Fund Critical Infrastructure Needs

**WHEREAS**, on March 22, 2017, House Bill 436, entitled "An Act Providing that Counties and Cities Shall not Impose Regulatory Fees on New Construction" was filed for consideration by the North Carolina General Assembly; and

**WHEREAS**, the bill, as written, would eliminate approximately \$28.9 million in annual local government revenues across the Triangle J Region that are used to build critical infrastructure needs resulting from new construction, including schools and water systems; and

**WHEREAS**, the impact on Chatham County alone is \$4.5 million in annual revenues, including \$2.8 million in school impact fee revenues already budgeted through the Capital Improvement Plan to pay for school facilities; and

**WHEREAS**, several local governments in the area depend on Chatham County's ability to pay its \$70 to \$80 million share of a future regional water plant on Jordan Lake, which would be supported by the water impact fees; and

**WHEREAS**, Chatham County is consistently one of the fastest growing counties in the state, which will accelerate with the build out of Chatham Park, the largest mixed use development in the state's history; and

**WHEREAS**, the growth in Chatham County and the surrounding region serves as a critical economic development driver for the entire State of North Carolina as a whole, bringing new jobs and revenue; and

**WHEREAS**, House Bill 436 would immediately eliminate the collection of impact fees by all local governments, which represents a loss of revenue in Chatham County equal to a total of 4.7 cents on the property tax rate; and

**WHEREAS**, the county would have to make up the lost revenue, which could involve either a sizeable property tax increase and/or a reduction in needed services at a time that demand for services is increasing; and

**WHEREAS**, the end result is undue pressure on property owners, regardless of income level.

**NOW, THEREFORE, BE IT RESOLVED** that the Chatham County Board of Commissioners expresses our strong opposition to the House Bill 436 and any other legislation that would impede the county's ability to provide already-promised infrastructure to our community and businesses.

Adopted by the Chatham County Board of Commissioners on the 17<sup>th</sup> Day of April, 2017:

---

James Crawford, Chairman  
Chatham County Board of Commissioners

**ATTEST:**

---

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



## Town of Siler City Resolution

### A RESOLUTION OPPOSING HOUSE BILL 436, WHICH WOULD ELIMINATE CERTAIN FEES ON NEW CONSTRUCTION THAT FUND CRITICAL LOCAL GOVERNMENT INFRASTRUCTURE NEEDS

**Whereas**, on March 22, 2017, House Bill 436, entitled "An Act Providing that Counties and Cities Shall not Impose Regulatory Fees on New Construction" was filed for consideration by the North Carolina General Assembly;

**Whereas**, the Bill, as written, would eliminate approximately \$28.9million in local government revenues across the Triangle J Region which would be used to build critical infrastructure needs due to new construction;

**Whereas**, the Triangle Region grew by 40,264 residents in 2015-16 and is estimated to grow by another 1 million residents in the next 30-40 years;

**Whereas**, the growth in the region serves as a critical economic development driver not only for the Triangle, but the State of North Carolina as a whole, bringing new jobs and revenue to the state;

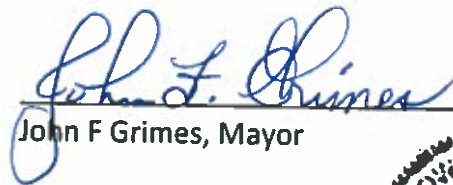
**Whereas**, to accommodate the economic development opportunities the growth brings, local governments must have revenues to provide required services like schools, water, sewer and street networks;

**Whereas**, House Bill 436, would eliminate important sources of revenue being used to build this critical infrastructure and services; and

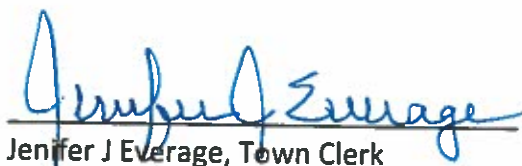
**Whereas**, across the Triangle J region, individual local governments would have to consider property tax increases ranging from 1.45 to 14 cents to deal with the revenue loss.

**NOW THEREFORE BE IT RESOLVED** that we, the members of the Board of Commissioners, express our opposition to House Bill 436 as it will affect the Town of Siler City's ability to provide critical infrastructure to our community.

This the 3rd day of April, 2017.

  
John F Grimes, Mayor

ATTEST:

  
Jennifer J Everage, Town Clerk





# Chatham County, NC

## Text File

File Number: 17-2124

Agenda Date: 4/17/2017

Version: 1

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

Vote on a request to approve Joyce A. Remick, Trustee for a subdivision variance from the Subdivision Regulation, Section 7.4 B, (3), on parcel #70513 located off Andrews Store Road, SR-1528, to allow a sixth lot be served by a private easement.

### Action Requested:

Request by Joyce A. Remick, Trustee for a subdivision variance from the Subdivision Regulation, Section 7.4 B, (3), on parcel #70513 located off Andrews Store Road, SR-1528, to allow a sixth lot be served by a private easement.

### Introduction & Background:

Zoning: R-1  
Watershed: WSIV-PA / JLBA  
Water: Private well  
Sewer: Private septic system and repair area  
Floodable: No

Parcel #70513 was created in 1996 as part of a major subdivision process to create 8 residential lots on 12 acres on the north side of S. R. 1728, Andrews Store Road in Baldwin Township. The Board of Commissioners approved Baldwin Farm Subdivision on 10/16/95 and the plat was recorded in 1996. See attachment # 2. The request that was before the Board in 1995 was to allow five (5) of the lots to be accessed by a private easement; two (2) lots to have direct state road frontage with their driveways off Andrews Store Road; and one (1) additional flag lot with ownership on Andrews Store Road. See Lots 1 - 8 on Plat Slide 96, Page 124, attachment # 2. As shown on the plat, Lots 1 and 2 were flag lots with each lot having 30 feet of ownership on Andrews Store Road. Lots 3, 5, & 6 were proposed to have a private easement over and across the two flag lots for ingress, egress, and installation of utilities. The private easement was proposed to serve five (5) lots, #'s 1, 2, 3, 5, & 6. Section 6.4 B (2) of the pre-2008 Subdivision Regulation stated "Three (3) subdivision lots may be allowed provided that every lot has frontage on a perpetual easement not less than thirty (30) feet in width that meets a public road". The Developer requested to be allowed to provide access to five lots with a private easement since two of those lots were flag lots with ownership on Andrews Store Road. The Board of Commissioners approved the request with a condition that stated "Due to the increase in the number of lots served by the private easement, that 'Baldwin Farm Road' be improved to the county's

private road construction standards". In 1995, the county private road standards required in part a 60 foot wide right of way; a 16 foot wide travel way, and 4 inches of crush and run stone. The Board did not require the lot sizes to meet the private road standards of a 3 acre minimum / 5 acre average. The developer built the road to the county private road standards and recorded a Declaration of Conditions and Restrictions of Easement, Baldwin Farm Subdivision in Deed Book 694, Page 244. Article IV of the Declaration stated in part "It is required that the road meet county standards for Private Roads". Staff does not know if the road has been maintained to the county private road standards.

#### **Discussion & Analysis:**

The request before the Board is for a variance from Section 7.4 B (3) which states in part "Up to four (4) subdivision lots may be allowed provided that every lot has frontage on a perpetual easement not less than thirty (30) feet in width that meets a public road. If additional subdivision lots are to be created and served by the easement, it shall be sixty (60) feet in width and meet other standards required unless a variance is granted." See attachment 4 for the complete language.

The applicant is requesting to subdivide parcel #70513, Lot 2, and add one (1) additional lot on the easement. If approved, the easement will serve six (6) residential lots. In order for the Planning Board to recommend approval and for the Board of Commissioners to grant an approval for a variance, the four (4) finding must be made. The findings are as follows:

1.That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his/her land. In 1996 when the lot was created, the Subdivision Regulations allowed three (3) lots to be accessed by a private easement; however, the original developer was granted an approval to provide access to five (5) lots with a road improvement. The current Subdivision Regulation allows four (4) lots to be accessed by a private easement. Baldwin Farm Road already serves more lots than are allowed by the Subdivision Regulations, Section 7.4 B (3).

2.That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner. The applicant currently has use of their land as a residential lot. Staff has advised the applicant that as an alternative to subdivision, that it may be possible to construct an accessory dwelling unit on their property that does not exceed 1500 square feet of heated area as long as there is suitable soil for a septic system and repair area and the structure can meet required setbacks from property lines and from any stream buffer that may be on the property. Also, staff has told the applicant that if a separate easement can be obtained from an adjoining property owner that it may be possible to further subdivide the property with access to the new lot byway of the new easement.

3.That the circumstances giving rise to the need for the variance are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance. There are other parcels of land in the county that are accessed by a private easement that cannot be further subdivided due to the number of lots already served

by the easement.

4. That the granting of the variance will not be detrimental to the public health, safety and welfare or injurious to other property in the territory in which said property is situated. In January, 2014, the County adopted stricter standards of construction for private easements serving more than one (1) lot in order to meet the requirements of the North Carolina Fire Code for emergency vehicle access. Attachment # 4 addresses the standards which require a compacted subgrade that will pass a proof roll with a fully loaded double axel dump truck or other equivalent weighted equipment (25-50 tons), 6" ABC compacted to 90% modified proctor density, a turn-around and/or a pull-out for safe passage of emergency vehicles depending on the length of the easement and certification by a licensed engineer that the roadway meets the requirements. The stricter standards are to insure that emergency vehicles can access the lots for the health and safety of the public.

It is staff's opinion that the four findings cannot be made in order to grant the variance request.

The applicant has provided their responses to the four findings. See attachment # 1.

Previously, in 2008 the applicants filed a similar variance request to allow a 6th lot on the easement. In the application, the applicant states that they had been told that they could build a 1,000 square foot guest house on their property without subdividing. That option was not workable for the applicant, so a variance request was filed and the applicant applied for a riparian buffer review and an Environmental Health review to determine if there were suitable soils for an additional septic system and repair area. The applicant withdrew the variance request prior to review by the Planning Board. The 2008 variance request submitted by the applicant can be viewed on the Planning Department webpage at [www.chathamnc.org](http://www.chathamnc.org) Rezoning and Subdivision Cases, 2017.

This item was on the March 7, 2017 Planning Board agenda and discussion included whether the request met the standards for granting a variance. There was general agreement that if the request was recommended for approval that the currently adopted road standards would apply and could be cost prohibitive. There was also concern raised that a variance was previously granted for an additional lot in 1996 as part of the major subdivision approval. The Remick's indicated that their interest was to provide a lot for their daughter that she would own separately from their tract. One of the Planning Board members indicated that the Remick's could also draft their will to include the creation of a lot for their daughter, which is exempt from Subdivision Regulations. Based on concerns about the prior variance approval, provisions allowing for accessory dwellings, and provisions for exempt division of property by a will the Planning Board voted 7-1 to recommend denial of the variance.

**Recommendation:**

The Planning Department and Planning Board (by 7-1 vote) recommend denial of the variance request from the Subdivision Regulation, Section 7.4 B, (3), on parcel #70513 located off Andrews Store Road, SR-1528, to allow a sixth lot be served by a



private easement.

If the Commissioners approve the variance request, staff recommends the following conditions:

1. That the private easement, Baldwin Farm Road, be upgraded from Andrews Store Road to the boundary of the new lot to meet the current construction standards in Section 7.2 D (3), Design and Construction Standards for Private Roads. See attachment # 4.
2. That the road improvements/construction be made prior to a building permit being issued on the new lot.
3. That the applicant provide an opinion prepared by an attorney that the recorded easement document allows for an additional lot or provide a copy of a recorded amendment to the Declaration of Conditions and Restrictions of Easement allowing for the additional lot.



# Chatham County, NC

## Text File

File Number: 17-2125

Agenda Date: 4/17/2017

Version: 1

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

Vote on a request to approve NNP-Briar Chapel, LLC, for a Compact Community Ordinance (CCO) Waiver for a 100% reduction of a 100 foot perimeter buffer adjacent to parcel #2832.

### Action Requested:

Request by Nicolas Robinson, on behalf of NNP-Briar Chapel, LLC, for a Compact Community Ordinance (CCO) Waiver for a 100% reduction of a 100 foot perimeter buffer adjacent to parcel #2832.

### Introduction & Background:

NNP-Briar Chapel is requesting a waiver from the perimeter buffer requirements of the Compact Communities Ordinance as applied to Briar Chapel through the approved conditional use permit. Existing buffer locations were depicted in the 2005 Briar Chapel approved master plan and reconfirmed with the 2012 and 2014 Conditional Use Permit (CUP) amendments in the area where the elimination of the buffer is requested. The buffer for this request is located within an area along the project boundary south of the wastewater treatment plant (WWTP) on the approved master plan (copy of the currently approved master plan is attached). The specific request is to allow for 100% reduction of the perimeter buffer adjacent to parcel #2832 of approximately 496 feet.

### Discussion & Analysis:

The Chatham County CCO includes the following standards:

#### **9.2 Perimeter Buffers**

Perimeter buffers shall be utilized to minimize the impacts of each compact community on adjacent properties along the entire perimeter of the compact community. Table 9.2 lists the minimum buffer width allowable, depending on the proposed land use along the edge of the compact community and the existing land use in the adjacent property at any point along the perimeter.

Chatham County may allow a reduction in the perimeter buffer width required by this ordinance of up to fifty percent (50%) if it determines that the impact of the compact community is adequately mitigated by community design or topography. In addition, Chatham County may allow a reduction in

the perimeter buffer from fifty-one percent (51%) up to one hundred percent (100%) after giving the adjoining landowners an opportunity to comment and Chatham County determines that the impact of the compact community is adequately mitigated by the community design or topography. A developer of a Compact Community may request of the Board of Commissioners such a waiver or reduction at any time.

**Section 15. Waiver**, “With the approval of the Board of Commissioners, the requirements of this ordinance may be adjusted, modified, reduced or waived based upon the absence of any reasonable relationship or nexus between the impact of the compact community development and the inclusionary or other requirements set forth herein.”

The request is to eliminate the 100’ buffer immediately adjacent to property currently owned by NNP Briar Chapel LLC (parcel #2832) to accommodate a road stub-out, additional residential lots, and sewer pump station (see attached drawings in the submittal materials. The cover letter references a waiver of the 100’ buffer along the shared boundary between Briar Chapel and the US Steele Tract, which was approved for a conservation subdivision. This waiver request was approved as part of the 2014 conditional use permit amendment and was not processed as a stand-alone request (refer to attached 2014 master plan) and there were no adjoining property owners affected by the perimeter buffer elimination.

The provision in section 9.2 allowing for the 100% reduction of the perimeter buffer reads: “In addition, Chatham County may allow a reduction in the perimeter buffer from fifty-one percent (51%) up to one hundred percent (100%) after giving the adjoining landowners an opportunity to comment and Chatham County determines that the impact of the compact community is adequately mitigated by the community design or topography.” The cover letter does not indicate that neighboring property owners were contacted by the developer prior to submittal of the waiver request. There is also no explanation of how the request is “adequately mitigated by the community design or topography.” In particular, the road extension and pump station are located immediately adjacent to parcel #66186. It should also be noted that a portion of the 100’ buffer has already been cleared and a portion of an erosion control basin installed.

This waiver request is being submitted directly to the Board of Commissioners without review and recommendation by the Planning Board and follows the process outlined by the Board in a waiver request approved in August 2010. The waiver provision was used to modify a condition in the original conditional use permit in 2005. Additionally, requests in 2010, 2012 and 2016 were approved outside of the conditional use permitting process. A waiver request was submitted in 2015 and was ultimately withdrawn. A copy of the draft Order was provided to the County Attorney for review.

**Recommendation:**

Staff recommends denial of the waiver request for failure to address how the proposed elimination of the buffer, and subsequent infrastructure installation, is adequately mitigated by community design or topography.





# Chatham County, NC

## Text File

File Number: 17-2021

Agenda Date: 4/17/2017

Version: 1

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

Vote on a request to approve Chatham County Board of Commissioners to amend Section 10.13, Table of Permitted Uses, of the Zoning Ordinance to revise multiple uses in the Light and Heavy Industrial zoning districts that are currently permitted by right to conditional use permits.

### Action Requested:

Request by the Chatham County Board of Commissioners to amend Section 10.13, Table of Permitted Uses, of the Zoning Ordinance to revise multiple uses in the Light and Heavy Industrial zoning districts that are currently permitted by right to conditional use permits.

### Introduction & Background:

On **August 15, 2016**, the Chatham County Board of Commissioners discussed revising the uses listed in Section 10.13 Table of Permitted Uses under the industrial district designations. With the growth of the county and promotion of two potential industrial sites in the county, the commissioners thought that a review of all the uses under the industrial designations was warranted. At the conclusion of the discussion the commissioners decided that some uses should be changed from permitted (P) to conditional uses (CU). A public hearing was scheduled and advertised.

The legislative public hearing was held September 19, 2016. Planning staff presented the text amendment and no one provided input on the request. The matter was referred to the Planning Board for review and recommendation.

On **October 4, 2016**, the Planning Board met to review the proposed changes to the Table of Permitted uses that the Board of Commissioners had recommended. During their review and discussions, additional uses were added that Planning Board members thought should also be processed as a Conditional Use Permit in order to address any secondary impacts. **(Please see additional timeline of events, meetings, and discussions under Discussion and Analysis in BOLD)**

The attached table depicts the Commissioner's suggested changes in yellow and the additional 16 proposed changes by the Planning Board in green.

### Discussion & Analysis:

The Chatham County Zoning Ordinance was originally adopted in 1968 and applied to

two townships. It has subsequently expanded to cover the entire county, outside the municipal land use jurisdictions, based on need and growth pressures. Since zoning was originally adopted there have been many changes in the county resulting from industrial, commercial and residential growth leading to an increased tax base. As growth occurs, regulations and ordinances need to be revisited to ensure there are appropriate measures in place that protect property values and lifestyles, and identify and mitigate any adverse environmental impacts.

With the potential for two new industrial parks proposed in the county, one within the Town of Siler City's zoning jurisdiction and the other in Moncure, the Commissioners thought it was the appropriate time to review the list of industrial uses. They evaluated whether certain uses were more intrusive on surrounding properties and should be required to go through a more comprehensive review before the use was considered for approval.

Attachment 1 is the table of permitted uses and those uses that are suggested to be changed from "P", permitted by right, to "CU", conditional use permit by the Board of Commissioners are highlighted in yellow. There are 139 uses listed in the industrial categories. 20 out of 139 are proposed to be changed to conditional use permits by the BOC. An additional 17 uses (highlighted in green) have been added by the Planning Board making a total of 37 out of 139. These are uses that may have hazardous chemicals, materials, or processes that should be reviewed more closely and required to go through the conditional use permitting process. This process allows the Planning Board and Commissioners to request and receive additional documentation and reports that are otherwise not required through the general standards of the ordinance. The conditional use process also requires the proposed industrial use be subjected to the public hearing process so that citizens are made aware of the type of industry, the process in which they operate, identification of existing or potential environmental concerns in close proximity to the use, and other issues that may arise before they are considered for approval.

The Planning Board is recommending the addition of Paintball Gaming Outdoor, Shooting Range Indoor, and Shooting Range Outdoor. These three (3) uses have traditionally been included within the "grounds and facilities for open air games or sports" use classification, but the Planning Board thought clarification was needed.

During the Planning Board discussions, planning staff commented that Kyle Touchstone with the Economic Development Corporation and the Commissioners have been working with the two proposed industrial mega sites to draw industry to the county. Promotion and marketing has already begun on the CAM site located the Town of Siler City's planning jurisdiction and representatives for the mega-site in Moncure are considering applying for a rezoning of approximately 2700 acres for industrial use. No supporting documentation has been provided on the recommended changes.

On **November 29, 2016**, five members of the Planning Board, three Planning Department staff, and two Economic Development staff visited two industrial sites. One was Arauco, located in Moncure, which manufactures press board and medium

density fiber board. The other site was 3M located south of Pittsboro which processes granules for shingles, as well as crushed stone as part of the Luck Stone mining operation that is also located on the property. The visits allowed everyone to see the operations, ask questions, and become familiar with the various regulations that are required to be met from local, state, and federal agencies from the perspective of the companies' representatives.

A map of industrial zoned properties has also been included as an attachment at the request of the Board during the November meeting.

**On December 6, 2016, the Planning Board met for their third meeting. Discussion included findings from the two site visits to industrial properties. During the discussion, some members requested that they revisit the list to offer additional recommendations for changes. They also wanted to discuss each of the six (6) recommendations from Kyle Touchstone with Economic Development to consider whether to leave them as permitted uses.**

**VOTE NO. 1:**

**Recommend changing 27 uses from permitted to conditional use permit and the addition of 3 new uses by vote of 9-1. This vote included the 20 uses identified by the Board of Commissioners.**

**VOTE NO. 2:**

**By vote of 8-2, it is recommended that the following language, provided by Attorney Nick Robinson, be adopted regarding mining operations:**

- **Parcels used in whole or in part for mining operations or as to which mining permits are applicable in whole or in part as of the adoption of this text amendment are exempt from the conditional use permit requirement for mining uses and accessory uses on such parcels.**

**The motion also included that the language be reviewed by the county attorney with emphasis placed on what could be included under the accessory use language. The County Attorney has proposed revised language as follows and the revisions are shown in *italic*:**

- **"Parcels used in whole or in part for mining operations or as to which mining permits are applicable in whole or in part as of the adoption of this text amendment are exempt from the conditional use permit requirement for mining uses, *as are accessory uses specifically related to mining operations on such parcels.*"**

**VOTE NOs. 3 through 9:**

These uses were discussed individually for a recommendation from the Planning Board and were approved by unanimous vote 10-0:

1. Cement, Lime, Plaster Manufacturer - Require CUP
2. Paper, Cardboard, Building Board Manufacturer - Require CUP
3. Pharmaceutical Products Manufacturer - Require CUP
4. Plastics Manufacturer - Require CUP
5. Textile Manufacture Including Spinning, Dyeing, Bleaching, and Other Heavy Processes - Require CUP
6. Tire Recapping and Re-treading - Leave as Permitted
7. Soap, detergent and washing compound manufacture - Require CUP
8. Cosmetics and perfume manufacture - Require CUP (Note: items 7 and 8 were included in one motion).

**VOTE NO. 10:**

By a vote of 9-1, the Planning Board recommended forwarding the recommendations for the amendments to the Board of Commissioners.

**Vote NO. 11**

During their January 3, 2017 meeting, the Planning Board voted 9-0-2 (2 abstentions due to 2 new members being on the board) recommended adoption of the following consistency statement:

The text amendment to the Chatham County Zoning Ordinance, Section 10.13 Table of Permitted Uses, specifically the industrial districts classifications, is consistent with The Land Conservation and Development Plan by expanding the list of industrial uses that are subject to a process that aides in the protection of ground and surface waters, wildlife habitats, property values, and economic growth. The Plan includes that the county should “design a process that invites and facilitates the location of businesses in the preferred commercial and industrial sites” and “discourage commercial and industrial development in other settings.”

**Recommendation:**

The Planning Board recommends to the Board of Commissioners the following:

1. Should your recommendation be for approval of the requested modifications to the Chatham County Zoning Ordinance, the following consistency statement has been included for your consideration and adoption:

The text amendment to the Chatham County Zoning Ordinance, Section 10.13 Table of Permitted Uses, specifically the industrial districts classifications, is consistent with The Land Conservation and Development Plan by expanding the list of industrial uses that are subject to a process that aides in the protection of ground and surface waters, wildlife habitats, property values, and



economic growth. The Plan includes that the county should “design a process that invites and facilitates the location of businesses in the preferred commercial and industrial sites” and “discourage commercial and industrial development in other settings.”

2. Adoption of the amendments to Section 10.13, Table of Permitted Uses, of the Chatham County Zoning Ordinance as described in the Discussion & Analysis section of the notes with clarification on Vote #2 regarding mining operations and as follows:

\*See attached Table of Permitted Uses for all proposed changes\*

**10.13** Table 1: Zoning Table of Permitted Uses (*BOC suggested changes are in yellow: “P” Permitted changed to “CU” Conditional Use Permit as Highlighted*) (*PB suggested additional changes are highlighted in green “P” Permitted changed to “CU” Conditional Use Permit*)

Notes: Compact Communities (CC) uses are listed separately in the Compact Communities Ordinance

Many commercial activities that are otherwise prohibited in this table may be allowed as Home Occupations if they meet the requirements of that section.

Key: P = Permitted; A = Accessory Only; CU = Conditional Use Only; PRD = Planned Residential Development Only;

[illegible]

<b>Zoning District</b>	<b>R5</b>	<b>R2</b>	<b>R1</b>	<b>O&amp;I</b>	<b>B-1</b>	<b>NB</b>	<b>CB</b>	<b>RB</b>	<b>IL</b> CU	<b>IH</b> P
Automobile and truck assembly										
Automobile and automobile accessory sales and service					P		CU	P		
Automobile service stations including tune-ups, minor repairs, tire service, washing facilities both manual and automatic and similar services. <sup>1</sup>					P	P	P	P	P	P
Avocational farming	P	P	P							
Bait and tackle shops					P	P	P	P	P	P
Bake shops and similar food preparation intended primarily for retail sales on the premises for consumption either on or off premises					P	P	P	P		
Bakeries or baking plants									P	P
Banks, savings and loans, finance companies, credit agencies and similar financial institutions				P	P	P	P	P		
Beauty Shops, Salons					P	P	P	P		
Owner-occupied bed and breakfast homes with no more than two (2) rooms (units) for rent for stays no longer than seven (7) consecutive days and may be located on legal, non-conforming and conforming lots of record, on at least one and one half (1.5) acres, which may have standard setbacks as set in the district in which it is located	P	P	P							
Bed and breakfast inns with no more than six rooms for rent with a minimum lot area of three acres and provided that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement for the district in which it is located	CU	CU	CU				P	P		
Bedding, carpet and pillow manufacturing, cleaning and renovating									P	P
Bicycle sales and repair					P	P	P	P		
Blacksmith or horseshoeing shops						P			P	P
Blueprinting and Photostatting establishments								P	P	P
Boarding kennels (See Section 17.5 for acreage requirements)	CU	CU	CU			P	P	P		

<sup>1</sup> Fuel, oil and similar pumps and appliances may be located in the minimum required front and side yards provided that none shall be located nearer than 15 feet to any street line and may be covered by an attached or free standing unenclosed canopy provided such canopy does not extend nearer than five feet to any property line and does not cover greater than 30% of the required yard area.

<b>Zoning District</b>	<b>R5</b>	<b>R2</b>	<b>R1</b>	<b>O&amp;I</b>	<b>B-1</b>	<b>NB</b>	<b>CB</b>	<b>RB</b>	<b>IL</b>	<b>IH</b>
Boat, trailer and other utility vehicle sales and service					P		CU	P		
Boat Storage Facility					P	CU	CU	CU	P	P
Book, stationery and office supply stores					P	P	P	P		
Bookbindery									P	P
Bottling works for soft drinks									P	P
Breeding kennels with a minimum lot area of three acres and provided that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement for the district in which it is located	CU	CU				P	P	P		
Brick, tile, clay pipe and other clay products manufacture (Craft pottery is not covered in this definition)										P
Bus passenger stations					P			P		
Cabinet shops					P	P	P	P		
Campgrounds—SEE Public and Private recreation camps and grounds										
Candy products manufacture									P	P
Canvas and burlap products manufacture, sales and storage									P	P
Carpeting, Flooring, Tile, and Stone Products Sales					P	P	P	P		
Catering establishments					P	P	P	P		
Cement, lime, plaster manufacture										CU
Cemeteries	CU	CU	CU	P						
Churches and other places of worship	P††	P†	P†	P	P	P	P	P		
Circuses, carnivals, exhibition shows, sideshows, races, trade shows, flea markets, banquets, conventions, religious events, arts and crafts shows, stage shows, athletic events and other similar events, including temporary living quarters such as mobile homes and recreational vehicles provided that the stay of such temporary living quarters shall be limited to a period of not more than five days longer than the duration of the event and no more than 30 total days in any 12 month period for any one separate event								CU	CU	CU

† Provided such are located on a lot of not less than three acres and provided further that the minimum side and rear yards shall be 50 feet and the front yard setback a minimum of 25 feet greater than required for a single-family residence within the district.

[illegible]

<b>Zoning District</b>	<b>R5</b>	<b>R2</b>	<b>R1</b>	<b>O&amp;I</b>	<b>B-1</b>	<b>NB</b>	<b>CB</b>	<b>RB</b>	<b>IL</b>	<b>IH</b>
Eating and drinking establishments					P	P	P	P		
Electric light or power generating station									CU	CU
Emory cloth or sandpaper manufacture									P	P
Enameling, japanning, lacquering or the plating or galvanizing of metals										P
Event Center Limited					P	P	P	P		
Excelsior and fiber manufacture										P
Fabric shops					P	P	P	P		
Family Care Home (except that a Family Care Home may not be located within 1,125 feet of an existing Family Care Home)	P	P	P	P						
Feed and seed processing									P	P
Feed and seed wholesale									P	P
Feed, seed, fertilizer retail sales					P	CU	CU	P	P	P
Felt manufacture										P
Fertilizer wholesale sales									P	P
Fire stations and emergency medical facilities with a minimum lot area of three acres and provided that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement of the district in which it is located	P	P	P							
Fire stations, emergency medical service facilities, police stations and law enforcement offices (less than three acres in the residential districts)	CU	CU	CU	P	P	P	P	P	P	P
Flammable liquids - bulk plants and storage										CU
Flea markets and rummage sales conducted either within a building or outdoors provided that no principal building or sales area shall be located in the required yard								CU	CU	CU
Florist - greenhouses, cultivation facilities and warehousing for wholesale and related retail sales									P	P
Florist shops					P	P	P	P		
Food processing in wholesale quantities									P	P
Food stores, retail					P	P	P	P		



Zoning District	R5	R2	R1	O&I	B-1	NB	CB	RB	IL	IH
* Shooting Range Indoor									CU	P
* Shooting Range Outdoor										CU
Group Care Home				P						
Guest house, pool house, garage apartment meeting the same setback for the principal use	P	P	P							
Hardware, appliances, electrical and similar items retail sales					P	P	P	P		
Heating, plumbing, electrical, cabinet and similar shops					P	P	P	P		
Home occupations when conducted in accordance with the provisions of SECTION 16	P	P	P							
Horticulture, specialized					P	P	P	P		
Horticulture, specialized with a minimum lot area of three acres and provided that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement for the district in which it is located	P	P	P							
Hosiery manufacture									P	P
Hospital, health and welfare centers, nursing homes and/or convalescent homes				P	P		P	P		
Hotels, motels and inns (See definition for accessory use/s)					P	P	P	P		
Ice manufacture, storage and sales									P	P
Industrial chemical manufacture										CU
Inert Debris Landfill	CU	CU	CU							
Insulation material manufacture and sale										P
Interior design shops					P	P	P	P		
Jail and penal institutions									CU	CU
Jewelry and watch sales and service, goldsmith					P	P	P	P		
Junk yards and auto wrecking, but only when conducted within an enclosure not less than six feet in height and with a solidity of not less than 60% outside any required yard area									CU	CU
Kindergartens and nurseries (See Daycares)										
Laboratories for research and testing									P	P
Laboratory - dental, medical, optical					P			P		



<b>Zoning District</b>	<b>R5</b>	<b>R2</b>	<b>R1</b>	<b>O&amp;I</b>	<b>B-1</b>	<b>NB</b>	<b>CB</b>	<b>RB CU</b>	<b>IL CU</b>	<b>IH <span style="background-color: yellow;">CU</span></b>
Land clearing and inert debris landfill (For beneficial fill see "Inert Debris")					P	P	P	P		
Landscape design business					P			P	P	P
Landscaping and grading business					P	P	P	P		
Laundries, Laundromats and dry cleaning establishments	CU	CU			P	P	P	P		
Laundries, steam								CU	P	P
Lawn and garden shops					P	CU	P	P		
Leather goods manufacture excluding tanning									P	P
Leather goods sales and service including manufacture for retail sales on premises					P	P	P	P		
Libraries, museums and art galleries				P	CU	CU	P	P		
Light manufacturing or processing not otherwise named herein provided no operations are carried on, or are likely to be carried on, which will create smoke, fumes, noise, odor or dust which will be detrimental to the health, safety or general welfare of the community									P	P
Lock and gunsmiths	CU	CU			P	P	P	P	P	P
Lumberyards, building materials storage and sales									P	P
Machine shops									P	P
Meat processing and packing										P
Meat processing and packing related to onsite raising of livestock										
Medical clinics - inpatient and outpatient care				P	P	CU	P	P		
Metal fabricating plants using plate and structural shapes and including boiler for tank works										P
Mining										<span style="background-color: yellow;">CU</span>
Major Utilities									P	P
Minor Utilities (Any noise producing equipment must be stored within a structure, or must be setback a minimum fifty (50) feet from any public right-of-way or property line)	P	P	P	P	P	P	P	P	P	P
Mixed Use Building				CU	CU	CU	CU	CU		
										<span style="background-color: yellow;">CU</span>



<b>Zoning District</b>	<b>R5</b>	<b>R2</b>	<b>R1</b>	<b>O&amp;I</b>	<b>B-1</b>	<b>NB</b>	<b>CB</b>	<b>RB</b>	<b>IL</b>	<b>IH</b>
Planing or sawmills									P	P
Planned residential developments	CU	CU	CU							
Plastics manufacture										CU
Plating works										P
Plumbing shop and yard									P	P
Post offices				P	P		P	P		
Pottery (hand crafted) and related retail					P	P	P	P		
Pottery, porcelain and vitreous china manufacture										P
Printing and publishing					P	P	P	P		
Printing, publishing and reproduction establishments									P	P
Private recreation camps and ground with a minimum lot area of 10 acres and provided that all buildings, structures, spaces, and high intensity activity areas shall be set back a minimum of fifty (50) feet from all property line/boundary areas except in the Haw River Township, which shall meet the minimum setback requirements of the base zoning district					P	P	P	P		
Public and private recreation camps and grounds (See Section 17.5 for acreage requirements)	CU	CU	CU							
Public and private schools, training and conference centers				P	P	CU	CU	P	CU	CU
Public parks and recreation areas including marinas and concessions with a minimum lot area of three acres and provided that all buildings, structures and high intensity activity areas shall be set back a minimum of two times the minimum yard requirement for the district in which it is located	P	P	P							
Public utility transmission lines	P	P	P	P	P	P	P	P	P	P
Radio and television stations and their towers when the towers are located on the same site with the station					P			P		
Rag, bag and carpet cleaning establishments										P
Railroad freight yards, terminals or classification yards and rights-of-way									P	P
Railroad rights-of-way									P	P
Recreational Facilities (Gyms, yoga studios, et cetera)					P	P	P	P		
Recreational Vehicle Storage Facility					P	CU	CU	CU	P	P



Zoning District		R5	R2	R1	O&I	B-1	NB	CB	RB	IL	IH
Street and railway rights-of-way		P	P	P							
Swimming pool and related items sales and service						P		P	P		
Tannery or tanning operations											CU
Tar and waterproofing materials manufacture, treatment and storage											CU
Wireless Telecommunications Facilities and Wireless Support Structures  <i>*Subject to the provisions of the Wireless Facilities Ordinance</i>	Wireless Support Structures that are sixty (60) feet or less in height	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
	Concealed Wireless Facilities that are sixty (60) feet or less in height	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
	Concealed Wireless Facilities one hundred fifty (150) feet or less in height but greater than sixty (60) feet in height	CU*	CU*	CU*	P*	P*	P*	P*	P*	P*	P*
	Wireless Support Structures that are less than one hundred ninety-nine (199) feet, but greater than sixty (60) feet in height	CU*	CU*	CU*	CU*	CU*	CU*	CU*	CU*	P*	P*
	Wireless Support Structures that are greater than one hundred ninety-nine (199) feet, but no more than three hundred (300) feet in height	CU*	CU*	CU*	CU*	CU*	CU*	CU*	CU*	CU*	CU*
Temporary construction trailers or structures (See definitions for requirements)		P	P	P	P	P	P	P	P	P	P
Textile machinery manufacture											P
Textile manufacture including spinning, dyeing, bleaching and other heavy processes											CU
Tire recapping and re-treading										P	P
Tobacco processing and storage										P	P
Trailer sales areas										P	P
Truck terminals, repair shops, hauling and storage yards										P	P
Upholstery, paper hanging and decorator shops						P	P	P	P	P	P

[illegible]