



# Chatham County, NC

## Meeting Agenda - Final

### Board of Commissioners

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Monday, July 16, 2018

6:00 PM

Historic Courthouse Courtroom

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#### Work Session - 3:00 PM - Historic Courthouse Courtroom

#### **PUBLIC INPUT SESSION**

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

#### **BOARD PRIORITIES**

[18-2685](#)

Discuss request by Moncure/Haywood Event Organization for funding for a community event on September 29, 2018.

**Attachments:** [Moncure Food Truck Event](#)

[18-2717](#)

Receive presentation on Small Business Loan Program

**Attachments:** [Power Point Presentaton - Loan Program](#)

#### **CLOSED SESSION**

[18-2705](#)

Closed Session to discuss matters relating to economic development, attorney-client privilege and personnel.

#### **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:*

[18-2709](#)

Vote on a request to approve the June 18, 2018 Work and Regular Session Minutes.

**Attachments:** [Draft Minutes 06.18.2018](#)

[18-2581](#)

Vote on a request to approve the fire contract between the County and North Chatham Volunteer Fire Department

**Attachments:** [North Chatham VFD Contract FY 19](#)

[Attachment A-N.C.G.S. 69-25.5](#)

[18-2683](#)

Vote on a request to approve contract for economic development services with the Chatham Economic Development Corporation

**Attachments:** [EDC AGREEMENT draft 2018-19 - Revised RJR 7.2.18. \(Clean\).ocx](#)

[18-2690](#)

Vote on a request to approve the FY 2018-2019 funding allocation contract with Chatham Trades and authorize the County Manager to sign.

**Attachments:** [Chatham Trades Contract](#)

[18-2691](#)

Vote on a request to approve the FY 2018-2019 contract with Chatham Transit and authorize the county manager to execute the contract.

**Attachments:** [CTN contract](#)

[18-2694](#)

Vote on a request to extend the time of performance for mowing services as stated in the Second Amendment to Agreement with Green Revival Landscaping; locations Water Utility, Parks and Recreation, and Solid Waste & Recycling; for FY 2019 with an estimated annual total of \$108,620.00; and authorize County Manager Renee Paschal to execute the agreement.

**Attachments:** [FIRST AMENDMENT Green Revival Landscaping-FinalRecommended](#)

[FY 19 Additional Amendments - Extension for Green Revival -LG Reviewed-for](#)

[18-2695](#)

Vote on a request to approve the license agreement with the Town of Cary for use of Cary Fire Station #8 and authorize the County Manager to execute the agreement.

**Attachments:** [Chatham County License 6-7-2018 CARY Station #8 Ambulance \(2\)](#)



[18-2701](#)

Vote on a request to sign FY 2020 Forestry funding contract with the NC State Department of Agriculture and Consumer Services

**Attachments:** [Forestry](#)

[18-2711](#)

Vote on a request to approve FY 2019 contract with Council on Aging

**Attachments:** [Council on Aging](#)

[18-2693](#)

Vote on a request to approve the appointment of Valerie Broadway to the Chatham County Board of Social Services.

**Attachments:** [Valerie Broadway Application](#)

[18-2699](#)

Vote on a request to approve F-L Legacy Owner, LLC for subdivision Final Plat approval of **The Legacy at Jordan Lake Portion of 4A2** consisting of 14 lots on 3.883 acres, located off SR-1716, Big Woods Road, parcel 92463

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

[18-2702](#)

Vote on a request to approve Tax Releases and Refunds

**Attachments:** [June 2018 Release and Refund Report](#)

[June 2018 NCVTS Pending Refund Report](#)

[18-2706](#)

Vote on a request to approve Sheriff Vehicle Purchase 2018-2019.

**Attachments:** [18-04-0912 Award Spec 93 Ford Utility](#)

[18-04-0912 Award Spec 146 Dodge Durango](#)

[18-04-0912 Award Spec 178 Ram Truck](#)

[18-2708](#)

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

**Attachments:** [TOWN N COUNTRY LANE](#)

[TOWN N COUNTRY LN PETITION](#)

[EMMA RIDGE CT Map](#)

[EMMA RIDGE PETITION](#)

[18-2687](#)

Vote on a request to Revise Advisory Committee Policy Addendum to Reflect the Change in Status of the Transportation Advisory Committee

**Attachments:** [Proposed changes July 2018 Advisory committee policy addendum.doc](#)

[18-2716](#)

Vote on a request to approve Order of Collection for 2018 property taxes.

**Attachments:** [Order of Collection](#)

### End of Consent Agenda

**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.*

**SPECIAL PRESENTATION**

[18-2703](#) Receive report from the Board of Commissioners' Elections Method Task Force

**Attachments:** [Report to the Chatham County Commissioners](#)

[18-2704](#) Receive annual presentation by the Grand Trees of Chatham

**Attachments:** [GTOC Awards Presentation 2018](#)

**PUBLIC HEARINGS**

[18-2700](#) A Legislative Public Hearing request by the Planning Department to adopt revisions to the Chatham County Flood Damage Prevention Ordinance.

**Attachments:** [More information available from the Planning Department](#)

**BOARD PRIORITIES**

[18-2697](#) Vote on a request to approve by Chris Seamster, PLA on behalf of Seali Enterprises for subdivision **First Plat** review of **Ryan's Crossing Subdivision**, consisting of 61 lots on 114.85 acres, located off Mann's Chapel Road, SR-1532, parcel #88505, 1777, 88506, and 1780

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

**MANAGER' S REPORTS****COMMISSIONERS' REPORTS****ADJOURNMENT**



# Chatham County, NC

## Text File

File Number: 18-2685

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**Agenda Date:** 7/16/2018

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Discuss request by Moncure/Haywood Event Organization for funding for a community event on September 29, 2018.

Moncure/Haywood Event Organization  
Post Office Box 64  
Moncure, North Carolina, 27559

Commissioner Michael Dasher  
Chatham County Commissioner, District 2  
PO Box 1809  
Pittsboro, NC 27312

Re: Constituent Support of the Moncure/Haywood Food Truck Festival and Other Events

Dear Commissioner Dasher and the Chatham County Board of Commissioners,

It was a pleasure in sharing with you regarding our request to provide funding in championing advocacy for occasions that promote and unify our community. We both agree events as the 2<sup>nd</sup> Annual Moncure/Haywood Food Truck Festival relates to success in harmonizing the citizenry of southeast Chatham County. In addition, the Moncure/Haywood Event Organization's involvement in providing such an outlet affects both young and old, past and present citizens, surrounding communities, and the students and faculty of Moncure Elementary School. All events are no profit to the organization. We have recently applied for 501c3 status which may take 3-10 months for a reply.

Our premier event on last year was constructed in 3 months. We understood the opposition that beheld us and were able to garner donations basically from our members and locals. Our expectations for what we felt were a launch to simply bringing the community together would attract a few hundred people. Surprisingly, last year's success toppled over 2,500 attendees and gained much attention and overwhelming success. The organization is acutely aware the growth and popularity of the event requires resources to accommodate attendees. This year we plan to include a pop-up museum to increase historical knowledge of both communities.

Per your request is an outline of how we plan to execute the event along with items needed. The event is scheduled for Saturday, September 29, 2018 from 2p-7pm. It will be held on the Moncure Elementary School playground facility. The rain date would include Sunday, September 30, 2018 from 1p-5p at the same location. Due to the extent of the event, we will begin set up on Friday evening and continue set up 4 hours prior to the start time. The construct of the event will be similar to last year and will increased to 10 food truck vendors, a kid's Zone(2 Bounce Houses, 2 Face painters, kids games),UNC Mobile Planetarium (for kids and adults) car show, amphitheater will live entertainment- professional staging from Walden Sound of Siler City, generator from Tarheel Generators in Siler City, Blue Grass, Country, and Jazz artists, cloggers (ability for people to bring lawn chairs), 4 port-a-johns, tent vendors, Moncure Fire Department, pop-up museum, 2 rented shuttle vans, shuttle parking, gas for vehicles, picnic tables, 3 paid Chatham County Sheriffs, parking on site/ event signage, printed media for distribution, entrance and welcome station, first aid Station(with volunteer nurses and medical

trained staff), lost and found station, tribute to the staff of Moncure School and Moncure Post Office(certificates, frames). Last year's tribute included the Moncure Fire Department. Other incidentals and fees include Chatham County permits, rental cost of Moncure School, plywood for sub-staging for cloggers, rope, props for staging (flowers, etc.).

In regards to revenue, the cost for food truck vendors this year is \$150.00 per truck (2017-\$100.00) business vendors is \$75.00(2017-\$25.00), Car Show fee \$15.00 per entry. We currently have 10 trucks and 4 business vendors. Last year, we decided on 6 trucks since it was our first time attempting to do a food truck festival. Since it was our first event, a lot of food trucks stated they did not want to take a chance on coming to something so small. Listed below is an estimate of items needed:

Items	Cost
Kid's Zone 2 Bounce Houses	@ \$129.00 each =260.00
2 Face painters	@150.00 per hour minimum 3 hours= \$450.00
Kid's games)	
UNC Mobile Planetarium	\$400.00
Amphitheater	
Professional staging from Walden Sound of Siler City	\$1200.00
Generator from Tarheel Generators	\$400.00
Performances:	
Fiddler & Banjo Player	\$125.00
Hall Sisters	\$1000.00
Darryl Murrill & Jazzpel	\$1100.00
Sapphire Cloggers	\$150.00
DJ for all day	\$500.00
Port-a-Johns 4 port a johns	\$ 300.00
Pop-up Museum: easels/printing/frames	
12 Easels	\$260.00
Printing/Lamination	\$450.00
Frames	\$500.00
Van Rentals/Enterprise	\$139.00 x 2 = 180.00
Gas	\$75.00
Picnic Tables 15	@100.00 each \$1500
Chatham County Sheriffs 4	\$700.00
Parking on site/ event signage	
Printed media/banners	\$1600
Permits	\$75.00
Rental of Moncure School	Range of \$85.00-\$200.00 per hour
Tributes: Certificates and Frames	\$400.00
Incidentals:	
Plywood for sub-staging for cloggers,	\$45.00
Rope and 16 barricades for site	\$1600.00
sandwich/sign Boards @14	\$70.00 each=\$1000.00

Props for staging	\$300.00
Security Tee Shirts	\$400.00
Free Moncure/Haywood Cups for Attendees	\$600.00
Advertising	\$1500.00

As aforementioned, we are in the process of securing 501c3 status and are awaiting approval. As you know, this process can take some time to secure. In the meantime, one suggestion in receiving the funding may be setting up a separate account with one of the local churches in our area since they are presumed non-profit. Our goal is to provide additional events and bring back the long awaited Moncure Christmas Parade which has not happened since its initial run in 1982.

Thank you once again for joining us in this campaign. Please feel free to contact me with any questions or concerns, 919-478-9673.

Staying Connected to Our Community,

Quentin Murray, Coordinator, Moncure/Haywood Event Organization





# Chatham County, NC

## Text File

File Number: 18-2717

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**Agenda Date:** 7/16/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Receive presentation on Small Business Loan Program



## Chatham Loan Fund

- \$400,000 CDBG loan to Performance Bicycle (Before 1999)
- Final principal payment made by Performance in 2001.
- County was allowed to keep both the principal and interest payments paid by Performance Bicycle with no restriction on future use .
- On June 30, 2001 the balance in that account was \$850,998.
- In 2002 the Board of Commissioners approved the use of a portion of that money for the 3M Reuse project. (\$650,000)

In November 2004, the Chatham County Board of Commissioners authorized the Chatham County EDC to use remaining funds to create a small business loan fund.

EDC was charged with:

- Creating guidelines
- Review applications and make recommendation to the BOC
- Minimum of 50% of funds to be used for minority owned businesses

In August 2005, EDC approved creation of six-member Loan Advisory Board to include three minority members.

Loan Advisory Board was charged with :

- Interviewing loan applicants
- Reviewing financial information
- Determining merit
- Checking references
- Making recommendations

Six members were appointed in late fall of 2005.

One application was received, but later withdrawn.

In 2007-2008 EDC undertook a thorough review of the fund.

Margie Ellison, EDC Board member, chaired the effort to review the fund including:

- Reviewing the maximum loan size

- Moving policies to targets or preferences rather than requirements, e.g.

- Preference to minority and women owned businesses
- Preference to businesses in EDC targeted industry clusters
- Preferences to businesses locating in existing vacant or underutilized properties
- Other preferences as priorities emerge.
- Try to find a lender/partner for the program

Contracted with Self-Help Ventures Fund to administer the Chatham Loan Fund

Agreement with Self- Help signed in September 2008

Funds were transferred to a non-interest bearing account at Self-Help

Self-Help closed four loans

- The Food Fairy
- Williams Clinic of Chiropractic
- Third Street Vet
- Joint Orange Chatham Community Action

On September 10, 2013 at the EDC Board retreat the Board voted to revise the program and not to renew the contract with Self-Help. Disappointed in the performance of the program and felt that Durham was not the most accessible point of access to most Chatham residents.

Moved the funds to an interest bearing account and open the program up to all local banks including Self-Help.

Voted to adopt a \$50,000 per loan cap and limit collateral to 50% of the total loan to be administered by the Executive Committee and the EDC President.

Since the last revision in 2013 there has been an average of 1 loan per year (an annual loan for JOCCA until they left the County)

Upturn in the program recently.

- Two loans in the first half of 2018 another in the works

**Summary:**

Current value of Chatham Loan Fund:	\$279,329.32
Encumbered amount:	\$ 85,000.00
Available for new loans:	\$194,329.32

Outstanding Loans:

- Third Street Vet – Siler City
- Carolina Tiger Rescue – Pittsboro
- Reading, Writing, Arithmetic (RWA)

Remaining Balance Available:

- \$50,000 in non-interest bearing Self-Help Credit Union
- \$144,329 in a low risk, liquid investment account at First Citizens



# Chatham County, NC

## Text File

File Number: 18-2705

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**Agenda Date:** 7/16/2018

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

**Agenda Number:**

Closed Session to discuss matters relating to economic development, attorney-client privilege and personnel.





# Chatham County, NC

## Text File

File Number: 18-2709

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**Agenda Date:** 7/16/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Commissioners

**File Type:** Minutes

**Agenda Number:**

Vote on a request to approve the June 18, 2018 Work and Regular Session Minutes.



# Chatham County, NC

## Meeting Minutes

### Board of Commissioners

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Monday, June 18, 2018

6:00 PM

Historic Courthouse Courtroom

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#### Work Session - 1:00 PM - Historic Courthouse Courtroom

**Present:** 5 - Commissioner Jim Crawford, Chair Diana Hales, Commissioner Walter Petty, Vice Chair Mike Dasher and Commissioner Karen Howard

#### PUBLIC INPUT SESSION

*Frans Verhagen submitted the following comments:*

*I am a sustainability sociologist and a resident of Carolina Meadows where I started an energy and environment working group. I have two comments to make. One is about the solar presentation from CleanPath. The second is about sustainability planning for the County. I support what Amanda is presenting on solarization. There is return on investment for many of those solar systems and I have been working on this for three or four years at Carolina Meadows. There is a return of about 12% of the life span of a solar system. Most people think sustainability is environmental sustainability, which is of course a very important part but it is not the only part. Basically, how we can conceive of sustainability is a three legged stool. Social, economic and environmental. The three of them together constitute real sustainability. Another way of showing that is with a sustainability obelisk. I made those devices for Carolina Meadows where we are engaged in a sustainability study and program. This will be part of the sustainability week that we will plan for next year. What I am suggesting for the County is to engage in sustainability planning. You should have several people in different departments engaged in a program of the International Society of Sustainability Professionals.*

*Martha Girolami submitted the following comments:*

*I really look forward to reading an article in the near future entitled "Chatham County NC, First in Solar". That would be so smart! As more and more County buildings and spaces install solar, this progress needs to be displayed on a solar powered electronic board for all to see. We should be proud to solarize because this investment will save money! Solar panels payback the cost in a modest amount of time. Solar panels allow the County to become a producer of its own electricity. Solar panels allow us to have more energy cost stability. If Chatham down the road invests in storage batteries, we will have more energy and grid independence and savings. Most importantly solar energy is the good news for Chatham in a sea of bad news about climate change impacts for our County, North Carolina and the US. It is what we CAN do. This shows our young people that we care and that we value their future well-being on a livable earth. The NC Clean Path program argues for solarization and electrification of our buildings and homes and cars. We must find ways to reward and implement this vision. At all costs we must not participate in more fossil fuel energy use and development. These destroy climate stability and endanger us all.*

*Kathleen Hundley submitted the following comments:*

*Chatham County was a different kind of place when my organization, RRHF, was organized. According to the 2010 census, the population was 63,505. It was more rural then - a livestock and agricultural county with development yet to come. In 2016, the population was 72,243 and growing, with less agriculture. The Northeastern part of the county had blossomed with development and the western part of the county was facing increased growth. The influx of population, new and expanding industries that are becoming established have generated waste from the resulting increase in the use of fossil fuels as a source of energy by more cars and additional needs for production of energy by use of fossil fuels was resulting in more and more pollution invading our community environment.*

*As we use more fossil fuels as a primary source of energy, we have to contend with greater exhaust which morphs into a degraded air quality that pollutes the environment of the county. There is a different way to produce the energy the 21st century depends on - solar power. Solar power was first considered a wild dream, and efforts to develop into low cost energy were slow in coming. Today we know that "low cost" doesn't enter the picture. Nonetheless, in the Summer of 2018, it is not only possible to capture that constant source of energy, but by doing so and by moving away from fossil fuels, the waste-free exhaust gives us a cleaner environment in Chatham County. And as the loss of pockets of oil begin to speed up, solar will be able to not only generate more energy in the future, but at a lower cost for communities and individuals. Oil will become less and less available but as long as it is used, it will continue to foul the air.*

*In spite of the advantages of solar technology, there are drawbacks to adequate solar power, two of which include: the need for cleared acreage on which to build energy farms, as well as the truth that the sun doesn't shine 24/7. When clouds float in and night falls and block sunlight, energy waits until any barrier lifts and sunlight returns. Solar production will address these drawbacks, improve the technology and ultimately drop in price, while the Sun will continue to be there and will continue to provide us with energy and allow Earth to clean up its environment - a win - win for the planet.*

*Progress into the field of solar power begins here, in communities with buildings built and maintained by local government- county schools, government housings, departmental buildings and others. And as the county shows a decided swing from fossil fuels to solar power, the citizens of the community will see a similar swing away from hazy horizons, oil scum and higher property tax. It's TIME to think "future", to convert county buildings to solar power and to face the future of Chatham County knowing that the environment of the county is and will be cleaner, less disease-producing and with lower cost energy from the Sun instead of dirty, disease generating fossil fuels versus the constant and consistent SUN that can give us clean power and lower cost energy forever.*

*So - in Summer, 2018, what's stopping this conversion to solar power? We have the technology that can develop into a growing industry, and we are aware of a cleaner source of energy production. But for those individuals who want to build solar power on their own homes converting from fossil fuel to solar power, the cost of conversion is presently quite expensive. As solar power becomes more technologically available and in private homes, in addition to buildings maintained by local governments, not only will the technology be able to work more easily and quickly, the cost of the conversion will gradually fall, making solar power an economic advantage as well as using the SUN as*

*the primary energy source, the health of communities will become the energy standard.*

*Diane Ursano submitted the following comments:*

*I'm here representing the Friends of Pokeberry Creek Beavers and Watershed. We really hadn't planned to be here but we saw that you had the Beaver Management Assistance Program on the agenda. We thank you for considering it. We just want you to know that we are concerned about part of that management program that calls for the extermination of beavers. We've learned a lot since our organization got started a couple of months ago. In many people's minds extermination is the answer to the nuisance of beavers. It isn't a workable solution because beavers will find other places to build their homes. We do believe beavers add a lot to the environmental quality in this county. The waters of Pokeberry Creek lead to the Haw River, to the Cape Fear Watershed and into Jordan Lake. While we appreciate the management program we hope that in Chatham County we will follow the example set by Durham County and the Ellerbee Creek Watershed. They worked together to come up with a marvelous solution to a difficult problem having to do with roadways that are used by many people. Now we have the Ellerbee Creek Watershed which is a marvelous environmental benefit to Durham County. We would like to see something like that happen here in Chatham but we realize our watershed is little.*

*Wyoming did a study where they discovered given Wyoming's eco-tourism, one bobcat pelt is worth \$400. One live bobcat is worth \$308,000 to the tourism industry. We don't say that our little \$8 pelted beavers are going to do much for Chatham County tourism but we do say they are going to add to the quality of life in the county, to the water and to our environment. There in this little watershed New Hope Audobon observed eighty species of birds last month. We don't know how many reptiles and amphibians there are because the five year old boys haven't been out of school long but we imagine we will have a count on that. Families, nursery schools, individual walkers, dogs on walks have all been to the watershed and seen the beavers at night, the otters in the daytime and everyone is excited to be a part of what Briar Chapel calls itself - an environmentally friendly and eco-friendly environment. Beavers are a challenge and they are difficult to manage. We believe their benefits far outweigh the burdens. The Pokeberry Creek Friends will work with our allies to provide public education, information and awareness. We invite you to visit our website: [pokeberrycreekbeaversandwetlands.org](http://pokeberrycreekbeaversandwetlands.org) or [beaverinstitute.org](http://beaverinstitute.org) which has a marvelous educational program. Thank you for your consideration and we hope that you will come up with humane and ecologically friendly solutions to the problem with beavers.*

*Commissioner Petty entered the meeting at 1:22PM*

*Betsey Downing submitted the following comments:*

*I live in north Chatham County. I wanted to speak a little bit on the financial benefits as a homeowner with solar on my roof. I did that in 2015. I found my last bill was \$13 in this heat. I estimate that I save approximately \$1000 a year on my heating and air conditioning bills. That is just a little homeowner. If you multiply that by many times for public buildings it could be a tremendous savings. I also echo what some of the other people have said. I would love to see Chatham County be the leader in this whole field. This is definitely the wave of the future. Cities are getting on board. Mayors are getting on board all across the country. Just the other day Berkeley and*

*San Francisco together passed a resolution to have 100% renewables. I think it would be so fantastic if we got on the bandwagon and if we were a leader in our state and showed people what is possible. Thank you.*

## **BOARD PRIORITIES**

[18-2688](#)

2018 Second Quarter Employee of the Quarter Award-Anne Chapman, Child Victim Services Coordinator

**Attachments:**     [Anne Chapman-Child Victim Services](#)

*Human Resources Analyst Courtney Goldston introduced Child Victims Coordinator Anne Chapman, the Second Quarter Employee of the Quarter. Ms. Chapman was nominated for Employee of the Quarter because of the exceptional job she has done to reinstate, revamp and deliver the sexual abuse prevention curriculum for fourth graders. This program has not been delivered consistently in years past, and Anne started to work almost immediately after her hire to build relationships with school staff and deliver a program that was well received and age appropriate. Every fourth grade student in the Chatham County school system now has valuable information about themselves, appropriate behavior and what to do if they feel uncomfortable. Anne also does follow up with any children who have questions or issues that come up around the topics they cover in the curriculum.*

*Chair Hales presented Ms. Chapman with the Second Quarter Employee of the Quarter award.*

[18-2662](#)

Vote on a request to approve a request from The Sprott Youth Center (SYC) Board of Directors for \$25,000 to complete the renovations at the Center.

*Deputy County Manager and Finance Director Vicki McConnell reviewed the background of the item.*

*Houston Blair, representative of the Sprott Youth Center, reviewed the specifics of the request.*

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2656](#)

Receive presentation on Beaver Management Assistance Program and vote on a request to sign the participation agreement for FY 2018-2019.

**Attachments:**     [Chatham BMAP 6-4-2018](#)  
                              [BMAP agreement](#)

*Andy Moore with USDA Wildlife Services gave a presentation to the Board about the Beaver Management Assistance Program. (Presentation attached)*

Commissioner Howard asked if the BMAP program relocates beavers. Mr. Moore said it is illegal in North Carolina to trap and relocate beavers so they are trapped and euthanized. They try to offer multiple options that do not include lethal control. Once they make the recommendations it is up to the land owner to decide which path to take.

Commissioner Crawford asked if there was potential to relocate the beavers onto a different property. Mr. Moore said it is legal to catch and release beavers to a different location on the same property.

Commissioner Petty asked about water management devices. Mr. Moore stated a water control device is a big piece of ten inch pipe and on the upper end of the beaver dam there are a bunch of holes in the pipe. There is a cage on the outside of the pipe that goes through the dam and there is an elbow below the dam. That device is designed so that a beaver cannot figure out how to plug it up.

Chair Hales asked if anyone in Mr. Moore's office worked with the Elerbee Creek folks in Durham. Mr. Moore said he didn't recall having a lot of input in that. He is not familiar with that site.

Chair Hales stated she would be interested in trying the BMAP process for a year.

Vice Chair Dasher asked if Mr. Moore was contacted by the land owner at Pokeberry Creek. Mr. Moore said they were contacted by the board and visited the site and provided recommendations.

Vice Chair Dasher asked why the County discontinued the program. County Manager Renee Paschal said it was for lack of use.

Commissioner Howard asked if groups have reached out to the County with concerns about beavers. The County Manager said the County has had at least one situation besides the situation in Briar Chapel.

The County Manager said the money could come from contingency.

Commissioner Howard asked how can they let people know about this. Commissioner Petty suggested Cooperative Extension would be the best place to promote the program.

Commissioner Crawford stated he is voting in favor of joining the program because it brings expertise to the county.

**A motion was made by Vice Chair Dasher, seconded by Commissioner Howard, to approve the County participating in the Beaver Management Assistance Program for one year. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2661](#)

Vote on a request by Chatham CleanPath to accept the Request for Proposal for Solar Energy Installations on County Facilities and Lands and proceed to obtain proposals from qualified suppliers as outlined in the RFP and submit the required documents to take advantage of the free SolSmart program for identifying those properties in the county that would be best suited for solar energy.

**Attachments:**     [chatham\\_solar\\_presentation](#)  
[solar\\_request](#)  
[Chatham\\_County-RFP](#)  
[SolSmart Application\\_current](#)  
[SolSmart Fact Sheet](#)  
[SolSmartSolarStatementTemplate-3](#)

*Amanda Robertson with Chatham CleanPath gave a presentation to the Board.  
(Presentation attached)*

*The County Manager said staff will have to review the RFP and make sure it matches the County's procurement process.*

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, to direct staff to begin laying out the process by which the county will solicit proposals for solar installations on county buildings and report back to the Board in 90 days. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2605](#)

Receive presentation on Chatham Aging Plan

**Attachments:**     [Chatham Aging Plan Presentation](#)

*Council on Aging Director Dennis Streets gave a presentation to the Board.  
(Presentation attached)*

**This Agenda Item was received and filed.**

[18-2676](#)

Receive a presentation on minority hiring and diversity initiatives

**Attachments:**     [Minority Hiring Report BOC 0618 Revised](#)

*Human Resources Director Carolyn Miller gave a presentation to the Board.  
(Presentation attached)*

*Chair Hales asked how many people were enrolled in Leadership Academy. Ms. Miller said this year there are forty-two. Leadership Academy has been opened up to nonprofits and to the towns. The Leadership Academy usually averages about twenty participants from the County.*

*Commissioner Howard stated she was so proud of staff and their willingness to assess and continue to improve.*

**This Agenda Item was received and filed.**

## **CLOSED SESSION**

[18-2663](#)

Closed Session to discuss matters relating to attorney-client privilege,

economic development and personnel.

**A motion was made by Commissioner Petty, seconded by Commissioner Crawford, to approve going out of the Work Session and convening in Closed Session to discuss matters relating to attorney-client privilege, economic development and personnel. . The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

### **ADJOURNMENT**

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

### **End of Work Session**

### **Regular Session - 6:00 PM - Historic Courthouse Courtroom**

**Present:** 5 - Commissioner Jim Crawford, Chair Diana Hales, Commissioner Walter Petty, Vice Chair Mike Dasher and Commissioner Karen Howard

### **INVOCATION and PLEDGE OF ALLEGIANCE**

*Chair Hales invited everyone to participate in a moment of silence after which she invited everyone present to stand and recite the Pledge of Allegiance.*

### **CALL TO ORDER**

*Chair Hales welcomed those in attendance and called the meeting to order at 6:09 PM.*

### **APPROVAL OF AGENDA and CONSENT AGENDA**

*Commissioner Crawford acknowledged the reappointments of members to the Board of Health with whom he serves and thanked them for their service. He also asked to pull the EDC Contract Extension extension and move it to the regular agenda. The Board also agreed to move the Affordable Housing Advisory Committee appointment from the Work Session to the Regular Session.*

*Chair Hales reviewed some changes that were made to the agenda after it was posted.*

- Item 18-2668 updated the contract expiration date to August 31, 2018*
- Item 17-2328 added an additional budget amendment*
- Item 18-2658 had the funding plan modified by the state but it does not affect the County's budget in any way*
- Item 18-2671 was changed from a vote to approve to a vote to deny*

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



**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2679](#)

Vote on a request to approve the May 7, 2018 Work and Regular Session Minutes, the May 21, 2018 Work and Regular Session Minutes, the May 22, 2018 Budget Public Hearing Minutes, and the May 24, 2018 Budget Work Session Minutes.

**Attachments:** [Draft Minutes 05.07.2018](#)

[Draft Minutes 05.21.2018](#)

[Draft Minutes 05.22.2018](#)

[Draft Minutes 05.24.2018](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2547](#)

Vote on a request to approve re-appointment of Dr. William Roscoe, OD, to fill the upcoming Optometrist vacant seat on the Board of Health effective 7-1-18

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2548](#)

Vote on a request to approve re-appointment of Dr. John Kessler, PharmD to fill the upcoming Pharmacist vacant seat on the Board of Health effective 7-1-18

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2549](#)

Vote on a request to approve re-appointment of Dr. Tammy Lynn Morris LLOYD, MD, to fill the upcoming Physician vacant seat on the Board of Health effective 7-1-18

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2550](#)

Vote on a request to approve re-appointment of Carol Reitz-Barlow, BSN, RN, CCRN, to fill the upcoming Nurse vacant seat on the Board of Health effective 7-1-18

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2637](#)

Vote on a request to approve re-appointment of Dr. Lewis N. Lampiris, DDS, MPH to fill the upcoming Dentist vacant seat on the Board of Health effective 10-20-18.

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2680](#)

Vote on a request to reappoint Deanna Jones to the Triangle South Workforce Development Board.

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2599](#)

Vote on a request to approve reappointments to the Affordable Housing Advisory Committee

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2602](#)

Vote on a request to approve reappointments to the Chatham County Appearance Commission.

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2603](#)

Vote on a request to approve reappointments to the Board of Adjustment.

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2604](#)

Vote on a request to approve appointments to the Climate Change Advisory Committee.

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2606](#)

Vote on a request to approve appointments to Environmental Review Advisory Committee.

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2607](#)

Vote on a request to approve appointments to Library Advisory Committee.

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2608](#)

Vote on a request to approve reappointments to Recreation Advisory Committee.

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2610](#)

Vote on a request to approve appointments to Transportation Advisory Committee

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2562](#)

Vote on a request by Beth & Joseph Pendola dba Old Lystra Inn, Parcel No. 18649, located at 1164 Old Lystra Road, for a Conditional Use Permit for a Bed and Breakfast Inn on approximately 10.034 acres, Williams Township.

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

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-24 Approving a Conditional Use Permit Request by Beth and Joseph Pendola, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2561](#)

Vote on a request by Dale & Mary Stansell to rezone an additional .25 acres of Parcel No. 5248 located at 1060 New Elam Church Road from R-1 Residential to CD-NB Conditional District Neighborhood Business to expand the existing boat and RV storage facility, Cape Fear Township.

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

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-25 Adopting a Consistency Statement for the Approval of Conditional District Neighborhood Business Rezoning Expansion for Dale and Mary Stansell, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2560](#)

Vote on a request by Scott Griffis dba Courtesy Towing to rezone Parcels 5150 and 5804 (2.91 acres collectively) from R-1 Residential to IL Light Industrial General Use located at 860 Pea Ridge Road, Cape Fear Township.

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

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-26 Adopting a Consistency Statement for the Approval of Rezoning for Scott Griffis, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2559](#)

Vote on a request by the Chatham County Board of Commissioners to rezone parcels 5379 and 5842, containing approximately 984 acres, from CU IND-H Conditional Use Heavy Industrial and R-1 Residential to IND-H Heavy Industrial, located off of Moncure Flatwood Road.

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

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-27 Adopting a Consistency Statement for the Approval of Rezoning Parcels for Moncure Megasite, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2564](#)

Vote on a request by Moncure Holdings, LLC to rezone Parcels 65277, 66669, 5369 and 5623 and portions of Parcels 5620 and 65276 from R-1 Residential and Conditional Use Heavy Industrial to IH Heavy Industrial General Use being a total of 686.45 acres, located off the Moncure Flatwoods Road and Christian Chapel Church Road, Cape Fear Township.

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

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-28 Adopting a Consistency Statement for the Approval of Rezoning Parcels for Moncure Holdings, LLC, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2563](#)

A request by the Chatham County Board of Commissioners to rezone 47 selected businesses in the formerly unzoned portion of Chatham County.

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

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-29 Adopting a Consistency Statement for the Approval of Multiple General Use Rezoning, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2675](#)

Vote on a request by the Chatham County Board of Commissioners to rezone Parcel No. 10665, being 72.78 acres, Hadley Township, located on Henderson Tanyard Road, from R-1 Residential to RB-Regional Business.

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

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-30 Adopting a Consistency Statement for the Approval of General Use Rezoning from R-1 Residential to RB-Regional Business, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2645](#)

Vote on a request to adopt a Resolution Declaring Property Surplus and Authorizing the Conveyance of Property to Chatham Habitat for Humanity.

**Attachments:** [RESOLUTION Habitat for Humanity 06182018-BOC-Corrected](#)

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-31 Declaring Property Surplus and Authorizing the Conveyance of Property to Chatham Habitat for Humanity, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2648](#)

Vote on a request to adopt a Resolution to Approve Lease-Purchase of Apple Computers for Chatham County Schools.

**Attachments:** [Apple Computer Resolution](#)

A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-32 Approving Lease-Purchase of Apple Computers for Chatham County Schools, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2669](#)

Vote on a request to adopt a Resolution Approve Student Dell 1 to 1 Chromebooks for Chatham County Schools.

**Attachments:** [Dell Computer Resolution](#)

A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-33 to Approve Dell One to One Chromebooks for Chatham County Schools, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2659](#)

Vote on a request to adopt the amended Triangle J Council of Governments Charter Resolution

**Attachments:** [Chatham County](#)  
[TJCOG Charter - amended April 25 2018](#)  
[TJCOG Charter redline - April 25 2018](#)

A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-34 Amending the Triangle J Council of Governments Charter, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2664](#)

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

**Attachments:** [Personnel Policy \(Proposed Amendment June 18 2018\) redline copy](#)  
[Resolution Amending PP June 2018-Uniform Guidance](#)

A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that Resolution #2018-35 Amending the Chatham County Personnel Policy June 2018, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2652](#)

Vote on a request to adopt the Chatham County Uniform Guidance Conflict of Interest Policy

**Attachments:**     [Chatham- UG Conflicts and Gifts Policy](#)

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, that this Policies and Procedures be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2668](#)

Vote on a request to approve an extension of the FirstHealth EMS Agreement through August 31, 2018 and authorize the County Manager to execute the agreement.

**Attachments:**     [First Health Extension June 2018 FINAL \(2\)](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2649](#)

Vote to amend a contract with Green Revival Landscaping for facilities mowing and award a one-time third year extension.

**Attachments:**     [FIRST AMENDMENT- July 1, 2018 - FACILITIES-GREEN-REVIVAL with rates](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2658](#)

Vote on a request to approve the Chatham County Juvenile Crime Prevention Council Annual Plan and Certification

**Attachments:**     [Annual Plan](#)  
[Certification](#)  
[Revised June 15 2018 FY 18-19 Chatham County Funding Plan \(ver3-4-16\)extended rows \(002\)](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2651](#)

Vote on a request to approve the Home and Community Care Block Grant for fiscal year 2018/2019 as recommended by the Advisory Committee appointed by the County Commissioners.



**Attachments:**     [731 County Services Summary FY 18 proposed](#)  
[2019 RevisedCounty HCCBG funding 5.18](#)  
[HCCBGCommitteeInformation2018](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2660](#)

Vote on a request to approve a contract for Stephenson & Fleming, LLP to provide legal services for Social Services for the fiscal year 07/01/2018 to 06/30/2019.

**Attachments:**     [Executed Stephenson & Fleming, LLP Contract FY19](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2666](#)

Vote on a request to approve contract for Chatham Transit Network for Social Services for the fiscal year 07/01/2018 to 06/30/2019.

**Attachments:**     [Executed Chatham Transit FY19](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2667](#)

Vote on a request to approve a Department of Social Services MOU with NC Department of Health and Human Services and authorize the County Manager and DSS Director to sign the MOUS as required by NCGS 108-74.

**Attachments:**     [Talking Points](#)  
[Chatham County 2018-2019 MOU with DHHS \(revised\)](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2677](#)

Vote on a request to approve Aggregate Stop Loss (ASL) and Single Stop Loss (SSL) Contracts with Blue Cross Blue Shield of North Carolina for the plan year July 1, 2018-June 30, 2019 and authorize the county

manager to execute the contracts.

**Attachments:**     [FY19 ASL Chatham County](#)  
                              [FY19 SSL Chatham County](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

**18-2678**

Vote on a request to approve Tax Releases and Refunds

**Attachments:**     [May 2018 Release and Refund Report](#)  
                              [May 2018 NCVTS Pending Refund Report](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

**17-2328**

Vote on a request to approve Fiscal Year 2017-2018 Budget Amendments

**Attachments:**     [Budget Amendment 2017-2018 June](#)  
                              [Budget Amendment 2017-2018 June-a](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

**18-2686**

Vote on a request to approve a Pyrotechnics Display at Governor's Club Clubhouse on July 4, 2018.

**Attachments:**     [Attachment A- N.C.G.S. 14-410 -14-413](#)  
                              [Attachment B-Letter of Request](#)  
                              [Attachment C- NC Pyrotechnic Operators License](#)  
                              [Attachment D-Certificate of Insurance](#)  
                              [Attachment E- ATF License-Permit](#)  
                              [Attachment F- Pyrotechnic Display Site Drawing](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2670](#)

A request by the Planning Department to schedule a legislative public hearing on July 16, 2018 at 6:00 p.m. to adopt revisions to the Chatham County Flood Damage Prevention Ordinance.

**Attachments:**     [Attachment-FEMA Letter](#)

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

### **End of Consent Agenda**

### **PUBLIC INPUT SESSION**

*Howard Fifer submitted the following comments:*

*My name is Howard Fifer and I am a resident of Chatham County. I would like to thank the commissioners for adopting zoning protections for the historic district in Pittsboro. I refer to the new ordinance which restricts certain types of businesses from opening within a quarter mile in every direction from the historic courthouse. There remains, however, the compelling issue at the center of the overlay district. There remains the item which is truly offensive to the county's progress, and the true impediment to growth and development. Here, on the eve of the Juneteenth celebration, in a county where six of our citizens were lynched, there remains the so-called confederate monument whose only function is to celebrate white supremacy.*

*Listen to the explanation for the erection of these monuments provided by the people who built them. The Governor of North Carolina, at the dedication of the monument in Granville County in 1909 said the following, promoting white supremacy as a simple fact of nature: "You see what the whole country is beginning to recognize, that it is not in the power of all the armies ever drilled or of all the constitutions ever written to make the white and black races equal"*

*The dedication of the monument in Anson county in 1906 referenced the 1898 race riots in Wilmington, praising the white men who led the coup d'etat for refusing to surrender their inheritance to an "inferior and numerous race" of former slaves and took up the "heroic task of redeeming their state and committing her destinies into the hands of her native white citizens". The confederate monuments were placed and stood as "emblems to teach future generations lessons of fidelity to the principles and culture which are the heritage of the southern people and the pride of every true Son and Daughter of the south" What lesson do you five people sitting here wish to teach future generations of Chatham residents? This is the question you have thus far chosen to ignore and failed to address. Thank you for your attention.*

*Quentin Murray submitted the following comments:*

*I am from the Cape Fear Township in Moncure/Haywood. I am here on behalf of the Moncure/Haywood Organization in regards to asking the commissioners to consider funding for events in that area, such as our food truck event we started last year. Our*

community is wishing to uplift community pride and we would love to have the commissioners' support. We are requesting money from the coal ash funds.

Angie Hilliard submitted the following comments:

I want to speak about Item 18-2674. This matter has been before the Board for quite awhile now. We went as a neighborhood off of Mays Chapel Church Road. This area was zoned as residential back in 2016. I also spoke at the last meeting. We went to the planning committee at that time and they agreed with a unanimous vote in favor of this other item not being rezoned. The item below that I am speaking about tonight is being brought to you for a vote tonight. This is right up the hill from where we reside. We would definitely want to stand firm tonight on this actual location not being rezoned as light industrial. We did not know that this property might be something that we would want to look at as not being rezoned. This is the same road in rural Chatham County. It is a farming community. We all live out there and we raise our children there. My main concern is for the legacy there and the runoff and the problems we might have in the river beds there from the Bear Creek running into most of the rivers we have in our community. I am also concerned about the burden of industry going into that region. It is causing a problem for us in the country community we live in. Buses go in and out of that road carrying our children. This is a very bad curvy road with which we already have issues. I think that would be a concern with light industrial and big industrial trucks coming in and out. We would greatly appreciate it if you would go into prayer about that and make the best decision for this area. Thank you for your time.

Anthony Antonelli submitted the following comments:

I've addressed this body before on two different occasions. Like I said before, this property that is up for rezoning is adjoining my property. My property is 900 feet wide and 1200 feet deep. I don't want it there because we can see where he is already putting things up the hill at another site and its already junked. I don't want it next to me. I don't want to lose property value if and when I decide I want to sell my property. I know good and well this will affect it. I don't know for sure but I've been told that the property does not perk and is not acceptable to the pumping. It is also uphill to me and I don't want this junk running downhill and possibly ruining my well. My property is right across the road from Mays Chapel Church and this is a residential community. Always has been. We want to keep it that way. I hope you would entertain the possibility of not rezoning it light industrial.

## **PUBLIC HEARINGS**

### **[18-2665](#)**

Hold a public hearing on the 2018 borrowing and vote to adopt a resolution approving a contract and a deed of trust and the delivery thereof and providing for certain other related matters

**Attachments:**     [Approving Resolution - Chatham 2018 LOBs](#)

Chair Hales explained the specifics of the request. This is a public hearing to receive

*input on the upcoming borrowing of a principal amount not to exceed \$125,000,000 to pay the capital cost of constructing and equipping a new high school to be known as Seaforth High School, a new elementary school to be known as Chatham Grove Elementary School and a Health Sciences building for Central Carolina Community College.*

*The Chair opened the hearing.*

*No one signed up to speak.*

*The Chair closed the hearing.*

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that Resolution #2018-36 Approving a Contract and Deed of Trust and the Delivery Thereof and Providing for Certain Other Related Matters, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

#### [18-2681](#)

Public Hearing to receive public comments on the System Development Fee Study for Water Facilities and vote on a request to approve adoption of the study.

**Attachments:** [Water System Development Fee Study Chatham County NC Draft 03.29.18 \(002\)](#)  
[Chatham County System Dev Fee Presentation for 04.16.18](#)  
[Impact Fee Study Responses All 180604](#)  
[system development fee study presentation](#)

*Assistant County Manager and Public Works Director Dan LaMontagne gave a presentation to the Board. (Presentation attached)*

*The Chair opened the hearing.*

*No one signed up to speak.*

*The Chair closed the hearing.*

**A motion was made by Commissioner Crawford, seconded by Vice Chair Dasher, to approve the adoption of the study. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

#### [18-2682](#)

Vote on a request to approve the updated Chatham County Water System Policy to reflect changes to the system development fee structure and to correct outdated information.

**Attachments:** [Final Water Policy Effective July 1, 2018](#)

*Dan LaMontagne explained the specifics of the request.*

**A motion was made by Vice Chair Dasher, seconded by Commissioner**

**Crawford, that this Agenda Item be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2657](#)

Vote on a request to approve the adoption of the FY 2018-2019 Budget Ordinance

**Attachments:** [FY 2018-2019 Budget Ordinance](#)

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, to amend the Budget Ordinance to reflect the performance review for the County Manager from meets to exceeds expectations and adopt the amended Budget Ordinance, attached hereto and by reference made a part hereof. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2578](#)

Public hearing by the Board of Commissioners to consider an extension of an existing temporary moratorium on oil and gas development activities within Chatham County until January 31, 2019 and vote on a request to approve adoption of the ordinance.

**Attachments:** [Attachment](#)

*Planner Dylan Paul reviewed the specifics of the request.*

*Attorney Glenn Dunn said staff is making progress on the ordinance and he believes it will be ready prior to the expiration of the moratorium.*

*The Chair opened the hearing.*

*Joshua Kricker submitted the following comments:*

*I have lived here since 2001. I would like you to adopt the ordinance of the extension. If I could, I would have the Board adopt an ordinance banning fracking in this county all together. I am presenting two studies to the Board which I would like to be included in the record. (Studies are on file in the Clerk's office) One is by Dr. Judy Stone and that very radical leftwing publication known as Forbes magazine. Dr. Stone is an infectious diseases specialist and has written a number of books on the subject. Her conclusions states "There is growing evidence of a variety of health problems being associated with fracking. Common sense dictates that drinking and breathing cancer causing agents will take their toll. The correlation is too strong to ignore, especially when we have other cleaner energy options. For our safety and that of future generations, we should not allow the new administration to sell off public lands nor allow drilling on our land and ban fracking completely." The other study from the National Academy of Sciences is by far the most comprehensive study done on hydraulic fracturing and infant health. The conclusion states "The paper provides evidence that exposure to hydraulic fracturing on infant health using a large scale analysis of vital statistic records for more than 1.1 million in Pennsylvania during the 2004-2013 period. Overall the results suggest that the introduction of fracking reduces health among infants born to mothers living within three kilometers of a well site during pregnancy. The largest problem is lowered birth rates. What do these estimated*

*impacts imply for the infected infants? Studies show that low birth weights is a risk factor for infant mortality, attention deficit hyperactivity disorder, asthma, lower test scores, lower earnings and higher rates of social welfare participation." I strongly urge the Board to adopt the ordinance and if I could have the Board ban fracking entirely from this county, I would.*

*Martha Girolami submitted the following comments:*

*I am speaking on behalf of the Chatham Climate Change Advisory Committee to voice our support of the temporary moratorium on fracking in our County until January 2019. It is so important to get the applicable ordinances perfectly crafted to regulate heavy industrial development. These are often the source of extreme and widespread water and air pollution. All sources of methane and burning which increase green house gas emissions deserve the strictest of regulation because these damage our climate. From fracking for natural gas and from gas infrastructure there is enormous leakage of methane which is over 90% of the composition of natural gas. Methane is a green house gas on steroids. Its potency to cause temperature rise is 86 times that of Carbon Dioxide. Methane leakage occurs through gas drilling, tracking, gas processing and cleaning, gas storage from tanks, gas transportation in pipelines, from gas compressor stations, from explosions, from valve and fittings leakage, from processes that liquefy gas; from processes that regasify liquid methane, and more. On September 2017, the Chatham BOC adopted the "Resolution to Slow the Climate Crisis by Reducing Methane Emissions from Natural Gas Systems". Many urgent reasons to reduce and/or eliminate methane releases are given in this document. The urgency to reduce methane and move rapidly to clean energy is extreme.*

*Amanda Robertson submitted the following comments:*

*I respectfully request that you extend the moratorium on oil and gas activities in our county until such time as these activities can be deemed safe to do so. The risks involved in this process, which have already been demonstrated across the country and in particular in West Virginia and Pennsylvania along the Marcellus shale reserves, are extensive, impacting not only the water people drink, necessary for all life, but also harm the land and endanger the people who live near this activity. The shallow basin that is being considered for fracturing in Chatham County poses additional concerns because it is shallow. The shallow depth, according to many experts, may exacerbate impacts for all local water bodies in Chatham County, which may be impacted in ways we cannot fully understand without further study. I have spoken before this board numerous times about the dangers of fracked gas and the associated methane released through this process. I ask that you please include in an extension of this moratorium a further study of the associated methane release and its impact on climate change based on the most recent data from 2018, and include this information as part of the final report of this study. Thank you for your consideration.*

*Maja Kricker submitted the following comments:*

*I have lived in North Carolina for 31 years and in Chatham County for 23 years. Our county is primarily residential and agricultural, and developing as an ecotourism and retirement community. Our economy relies on clean air and water and the perception that people are coming to an environmentally safe and sustainable community with a*

wonderful quality of life. Where are the economic and environmental impact studies for shale gas extraction, fracking and other gas and oil development activities?

We know that cancer-causing agents that include chemicals such as benzene and radium are in fracking waste water and that these have contaminated wells in 20 states, have been dumped on road sides and in wastewater treatment plants in Pennsylvania. Wastewater treatment cannot adequately treat these chemicals. Methane and other toxic agents have contaminated rivers and streams throughout Appalachia as a result of fracked gas pipeline leaks. We are jeopardizing drinking water resources for more than a million people when we place Jordan Lake at such risk.

We will have thousands of diesel trucks on our roads, spewing polyaromatic hydrocarbons and other particulates into our air. Our local UNC scientists have published research studies showing that diesel exhaust can damage the immune systems of children and asthmatics, causing a lifetime risk of systemic disease. According to the International Agency For Research on Cancer, diesel exhaust contains human carcinogens linked to lung and other cancers.

Cancer is the second leading cause of death in the United States and 40% of us can expect to get cancer in our lifetimes (<https://seer.cancer.gov/statfacts/html/all.html>). Shall we make it 50%? Shall we insure that every family suffers devastating emotional and financial loss due to illness that could be prevented by rules and laws that protect our air and water?

Fracking will neither enhance tourism nor attract clean tech business. It will damage our air and water quality, our health, our roads, and require greater law enforcement resources. Chatham County can't afford it. We are risking our local economy when gas wells are typically tapped out within two to five years. Shale gas extraction will result in greater local job loss than it generates. Shale gas extraction doesn't give us a future, it's a dead end that kills local economies.

Instead of handing over our natural resources to any corporation with a bad business model willing to throw some money at it, let's create a sustainable plan for our natural resources that builds on the wealth that local sustainable businesses are developing right now for Chatham County. I am asking you to continue the moratorium on gas and oil development activities.

Jeannie Ambrose submitted the following comments:

In 2011, I first heard about hydraulic fracturing and horizontal drilling: fracking for natural gas was coming to North Carolina. Over the years, some of the harmful effects of fracking have been studied and documented. For instance, fracking itself-not just deep well injection of fracking waste triggered an increase in the number of earthquakes from Oklahoma to Ohio. This year Oklahoma passed regulations intended to reduce the fracking-related earthquakes. Since the Shearon Harris Nuclear Power Plant is located near the Jonesboro Fault and other less well known faults, the NC Oil and Gas Commission should study this potential problem.

Also, the Compendium of Scientific, Medical, and Media Findings Demonstrating Risks and Harms of Fracking (UGOE), now in its fifth edition, provides more evidence about the negative health and climate impacts associated with fracking studies. Regulations to minimize environmental and



*human health risks should also be undertaken by the OGC.*

*Human activities do affect climate change. We have grown accustomed to seeing news about extreme weather events, sea level rise, and the melting of the glaciers and ice packs. Yet we still aren't motivated to move away from fossil fuel dependence or try to reduce the release of methane, a potent greenhouse gas, emitted from natural gas operations and pipelines.*

*Should we risk fracking with its trade secret sauce of fracking chemicals that could further degrade our natural resources for both present and future generations? What are the environmental and health costs associated with fracking? There are already pollutants from various sources present in our drinking water. 1,4-Dioxane, poly- and per-fluorinated compounds related to GenX, nitrogen and phosphorus from stormwater runoff, pharmaceuticals and personal care products, heavy metals from coal ash and industrial waste streams, and bacteria from CAFOs are just some of the contaminants that are known to enter the waterways that flow into the Haw River Basin. Our public water and sewer utilities aren't equipped to treat all of these contaminants so many may end up in the biosolids/sludge that are applied to our fields or in the "treated" water released back into our waterways.*

*We all value the quality of life and the natural resources that we have in Chatham County. Extending the moratorium gives the CCBOC the advantage of reviewing the findings of the Lee County fracking study conducted by Dr. Charles Yuill. This is all part of the important decision making process on ordinances and regulations that are now being considered in both Lee and Chatham counties. Therefore, I support the extension of the Chatham County temporary moratorium on oil and gas development until January 31, 2019. Thank you.*

*Heidi Zehnal submitted the following comments:*

*I wanted to share some studies and facts on fracking.*

*A Cornell University engineer Anthony Ingraffea and his colleagues read through 16, 017 fracking well inspection reports filed over four years in 2012 and in 2010, 111 of 1609 wells drilled and fracked failed and leaked- a 6.9% failure rate and in 2012, 67 of 1014 wells leaked - a 7% failure rate. This did not include pending violations and was only at the wellhead, not leaks that have been found up to 2,000 feet away from the well site in water wells, streams, etc. As wells age, they found that percentage of leakers can increase to 30-50%. The worst leaks were from horizontal drilling. In fact leaking wellbores has been a persistent and chronic problem for decades. Even a 2003 article in Oil Field Review, a publication of Schlumberger, reported that, "Since the earliest gas wells, uncontrolled migration of hydrocarbons to the surface has challenged the oil and gas industry."*

*The migration of methane or fracking fluid has repeatedly contaminated groundwater across North America or polluted the atmosphere with methane, a potent greenhouse gas. Evidence is also growing that toxic fluids used for hydraulic fracturing can also migrate into adjacent water bodies. A 2012 study in the journal Ground Water warned that hydraulic fracturing opens more pathways for the movement of both fluids and methane. And a recent study by the US Environmental Protection Agency in Pavilion, Wyoming, found that toxic fluids had contaminated local water supplies. We have a water table that is a few hundred feet down and vertical aquifers and horizontal drilling and fractured shale, so chances of contamination are much higher than from horizontal*

*drilling from fracking and the water table is a few hundred feet down instead of a mile down in Pennsylvania.*

*There is no place in NC to dispose of millions of gallons of fracking wastewater, other than the coastal plain that has laws to ban wastewater injection so aquifers won't be contaminated. There has been a problem with illegal dumping of this radioactive fracking wastewater into waterways and onto farmland in other states. According to data obtained by ProPublica, oil companies in North Dakota reported more than 1,000 accidental releases of oil, drilling wastewater or other fluids in 2011. Many more illicit releases went unreported, state regulators acknowledge, when companies dumped truckloads of toxic fluid along the road or drained waste pits illegally.*

*"The Harms of Fracking" is a brand new 266 page report on the increased rates of asthma, birth defects, and cancer from fracking (article on it in the Rolling Stone Magazine). There are now over 1200 peer reviewed articles related to the public health risks of fracking. Fracking wells emit toxic chemicals such as benzene and air pollutants that have been linked to chronic nose bleeds, asthma, and birth defects.*

*In an analysis of more than 1,000 chemicals in fluids used in and created by hydraulic fracturing (fracking) in 2016, Yale School of Public Health researchers found that many of the substances have been linked to reproductive and developmental health problems, reported in the Journal of Exposure Science and Environmental and Epidemiology. The research team evaluated available data on 1,021 chemicals used in fracking. The researchers determined that wastewater produced by fracking may be even more toxic than the fracking fluids themselves and some of that stays underground after the drilling and removal of much of the wastewater. While they lacked definitive information on the toxicity of the majority of the chemicals, the team members analyzed 240 substances and concluded that 157 of them- chemicals such as arsenic, benzene, cadmium, lead, formaldehyde, chlorine, and mercury - were associated with either developmental or reproductive toxicity.*

*Methane is 86 times more potent than Carbon Dioxide as a greenhouse gas and as we speak, they are digging mass graves in places like Bangladesh and you can't grow coffee in some Central American countries now due to the global warming we are already experiencing. There is more sunny day flooding on the North Carolina coast from climate change than in any other state and some beach houses have had to be removed due to coastal flooding and sea level rise. 195 countries signed the Paris Climate Agreement and thousands of towns and mayors in the US are working to switch to Fossil fuel-based fracking isn't helping. If you look at infrared photos of fracking wells, you can see all of the methane coming off of them.*

*I met a couple women from Pennsylvania that had an organic dairy farm and they allowed fracking on their farm. Their cows were sick and had organ damage (which I have also read about in humans), and they were still selling their organic milk- I hope I haven't bought any. There was an explosion of a fracking well in the backyard of some people who lived near those farmers and the oil and gas company gave free pizzas to everyone in town, as seen on Comedy Central's Daily Show.*

*Jobs are mostly transient. Once things are built out, the additional jobs go away, for the most part.*

*Thousands of N.C. residents wanted setbacks from fracking operations to prevent their drinking water from being irreversibly contaminated with toxic chemicals; to*

*safeguard the Shearon-Harris Nuclear Power Plant; and to protect occupied buildings from fires and explosions of drilling operations. Instead, MEC rules provide only minimal setbacks from bodies of water and occupied buildings and no setback at all from the Shearon-Harris Nuclear Power Plant, the nation's largest repository of highly radioactive nuclear waste. Since fracking can extend horizontally two miles underground, the rules allow fracking to be conducted under all of Jordan Lake (our reservoir) and the nuclear power plant, built next to a fault line that could be affected by fracking induced earthquakes.*

*Open storage pits can leak, hurt wildlife, and pollute the air.*

*Thank you.*

*Ron Hatley submitted the following comments:*

*I own four properties in Chatham County. I was born about 300 yards down the road. I am very well vested in Chatham County. Water is life. It is why many of us have rain barrels. It is why we monitor our streams. It is why we look at our water table. As commissioners, you took an oath to protect the citizens and resources of Chatham County. That is why many of us are speaking here tonight. We have all seen the videos of people as they turn on their water faucets in various parts of the country and they catch fire. We have all seen and heard the people from Flint, Michigan. Ask them about their water quality. Ask them about their preferences for water. I ask you tonight that you respectfully continue the moratorium and thoughtful consideration about and against fracking. Thank you for your time.*

*Elaine Chiosso submitted the following comments:*

*The Haw River Assembly has been concerned about the adverse impacts of the shale gas industry since it first became an issue in North Carolina in 2009. Research into the practices of using hydraulic fracking to drill for shale gas in the Marcellus shale regions of West Virginia and Pennsylvania (as well as areas in the western US) has shown that the problems for land, water resources and people have only increased over the years. New York state, which also has abundant shale resources, has now banned fracking based on its concerns for the health, safety and welfare of its citizens.*

*The presence of shale belts in the eastern and southeastern parts of Chatham County make this an issue of concern for the Haw River Assembly and our members. The risks to our communities as well as to Chatham's water resources, including the Haw River, Deep River, Jordan Lake and the many tributaries that could be impacted by hydraulic fracking, are still not fully understood. There is also growing evidence that methane gas emissions due to drilling and delivery of fracked shale gas are contributing to climate change.*

*The Haw River Assembly supports the Chatham County Board of Commissioners in extending the current moratorium on oil and gas development activities in the county for another 6 months in order to consider new facts and conditions that must be taken into account. These include the question of disposal of toxic frack wastewater, socio-economic inputs, and the risks of drilling in the type of shallow shale deposits that are in Chatham, and the impacts that could have on water supplies, including Jordan Lake.*

*Thank you for consideration of these comments.*

*John Wagner submitted the following comments:*

*Thank you for your work on this moratorium and all the considerations that are involved. Dr. Yuill's study gave us a start but there are so many issues that he raised that weren't thoroughly addressed. Science alone needs more time and a lot more than six months. I am not going to address the science. Something that he didn't address adequately is covered in a report. The US Department of Justice formed a special task force to deal with the violence against women. Their final summary review, I am going to read some from the very last paragraph. The topic of it was the impact of fracking in North Dakota and Montana on domestic violence, dating violence, sexual assault and stalking. The effects on human trafficking and drug trafficking were significant. There will be a boom and bust cycle and it is likely to happen very quickly. The impacts on our society, our woman and children and the violence across Chatham County really need to be addressed. The report concludes "The current study sheds light on dynamics of a boom and the challenges associated with rapid resource development, which may provide government officials with insight into strategies to minimize the worst impacts of the boom. Thus, before activity increases again federal, state and local officials should address the need for more affordable housing and adequate child care, support those who provide services to victims and perpetrators, including expanding the work force, increase funding and access to all behavioral health treatment services and support community efforts to implement the Violence Against Women Act of 2013." Those are some pretty significant impacts you all need to consider. I don't know how you are going to do that in six months but you are going to have to reallocate a lot of funds to deal with those issues. Take it seriously, don't rush to this decision. Fracking is going to change our county significantly. Thank you.*

*Lib Hutchby submitted the following comments:*

*I am a neighbor in Orange County. I truly just wanted to come and say thank you for your sincere and seriously studied thinking as you decide whether you will extend this moratorium. From what we are hearing tonight we are repeating again the affects of fracking on social behavior and scientific facts of what happens to your air and water. We know that even neighbors in Pennsylvania had great conflict because when they went to church they were sitting next to somebody who said yes, somebody else said no. There was such conflict that people weren't even speaking in some families. Again, I want to thank you for your considerations and I appreciate very much and respect the fact that you are having a public hearing about this.*

*Kathy Zaunseil stated she supports the extension of the moratorium.*

*Carl Pasdreck submitted the following comments:*

*I am a new resident to this area. I moved down recently a couple of years ago from New Jersey. If you want any advice of what not to do you can talk to me. That is the reason why I am down here. We love this pristine environment. I just want to echo*

*everything everyone has said. I think it would be very irresponsible of this Commission to consider fracking. I have an uncle who lived in Pennsylvania on a 350 acre farm. Gave up the rights to fracking and lost all his cows and wound up having to have water brought to his property to drink. My final comment is don't frack with me.*

*Sharon Garbutt submitted the following comments:*

*I would like to ask you to vote tonight to extend until January 31, 2019 the existing Chatham County temporary moratorium on oil and gas development activities. I am making this request based on the following facts:*

- The County needs time to do an extensive study of the financial impact that oil & gas development will have on our County. This is especially important because fracking is proven to have negative financial impacts on the communities where it occurs.*
- Since North Carolinians are not experienced in oil and gas extraction, most of the workforce for oil and gas development will come from out-of-state. Chatham County needs to do a study of the level of social service support these outside workers will likely require, including services such as medical care, education for their children, housing, police interventions, mental health services, substance abuse treatment, etc. Sources to fund these services also need to be identified.*
- Shallow fracking is the most likely type of fracking that will be done in Chatham County, yet the regulations for fracking drawn up by the NC Mining & Energy Commission do not address the unique problems that arise with shallow fracking. Chatham County needs time to confer with the new NC Oil & Gas Commission members to assure that rules are added to address the issues that arise with shallow fracking. Shallow fracking has been shown to cause immediate groundwater contamination at a much higher rate than fracking that occurs at least 3000 feet below groundwater levels.*
- Chatham County needs time to work with the NC DOT to determine the suitability of individual roads and bridges for the heavy truck traffic that will come with oil and gas development. Many NC roads were not built to withstand the heavy weight of the trucks and the high frequency of truck trips necessary for oil & gas development, especially fracking. The money and personnel to rapidly repair crushed roads must be available or citizens will not be able to get to work, medical care, school etc. and business and industry will also be unable to use the roads.*
- Chatham County needs time to do a full study of the health impacts fracking will have on citizens and to prepare to meet the health needs of those harmed by fracking. Many studies of the effects of fracking on health have been completed in the past few years and many more are in progress. The overall finding is that fracking causes many more adverse health effects than originally thought. Chatham County needs time to train its health professionals how to identify adverse health conditions that occur near frack sites and how to treat these conditions. Funding for the increased health care services must also be identified.*
- Our County is now home to a number of highly toxic industries, including the coal ash dump and now possibly a STAR facility and fracking. The County needs to commission a study of the cumulative impacts these industries will have on the health of Chatham citizens, especially those who live or work close to these industries. Chatham also has to do a comprehensive study of the environmental degradation that will occur if these industries are implemented in Chatham. Our air and water quality could be seriously degraded. Our water resources, especially our groundwater, could become permanently contaminated and therefore unfit for humans and animals—leaving Chatham with inadequate water supplies for population increase,*

*farming and new industry.*

*Chatham County needs more time to adequately prepare for the adverse consequences of oil and gas development activities. Please vote tonight to extend the present moratorium!*

*The Chair closed the hearing.*

*Commissioner Crawford encouraged residents to send their comments to the North Carolina Oil and Gas Commission as they are the ones that will determine the rules for the entire state.*

*Commissioner Howard said she is in favor of continuing the moratorium while staff finalizes the ordinance.*

*Chair Hales said the Board promised to do what it could to protect Chatham County and this is the next step in that process.*

*Commissioner Howard clarified with the attorney that all references to a six month time period would be removed and replaced with an expiration of January 31, 2019.*

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

#### [18-2684](#)

A Quasi-Judicial public hearing for a Conditional Use Permit for a solar farm on Parcel No. 5751, being approximately 46.80 acres, located at 2361 Corinth Rd., Moncure, Cape Fear Township.

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

*Chair Hales administered the oath to all those wishing to speak.*

*The Chair opened the hearing.*

*Planner Dylan Paul reviewed the specifics of the request.*

*Mr. Paul: I'll just give a brief overview of the project and I believe the applicant is here as well as other speakers. As you mentioned previously, this is a quasi-judicial public hearing for a conditional use permit for a solar farm on parcel number 5751 being approximately 46.08 acres located at 2361 Corinth Road, Moncure, Cape Fear Township. This is the parcel in question (showed on map) 5751 on Corinth Road. Let me pull up the proposed site plan. It is a solar farm. Dozens or hundreds of solar panels listed here as well as the buffered areas in the center and the eastern portion as well. Apparently staff doesn't give much of a briefing on this topic and would leave it to the applicant to present any evidence along with other speakers.*

*Karen Kamorite, attorney for the applicant, addressed the Board.*

*Ms. Kamorite: My name is Karen Kamorite and I am an attorney with Smith, Moore, Leatherwood in Raleigh. My address is 434 Fayetteville Street, Raleigh, NC, 27603. I*

am here on behalf of the applicant, Flatwood Farm, LLC. With me today are four witnesses, two of whom are expert witnesses. In the interest of time it is my understanding that there is support but no concern or opposition for this application. To keep this public hearing moving along I have prepared two affidavits from our expert witnesses. They are here and available to answer any questions or provide any testimony that the Board wishes to hear from them directly. I do have their affidavits. (Ms. Kamorite submitted the affidavits as evidence into the record).

What I am going to be doing, I am going to take a few minutes to provide some information about the plans for the proposed solar farm and then to describe based upon expert evidence about how the application meets all of the requirements for the issuance of the conditional use permit for Flatwood Farm, LLC. The proposed solar farm will be located at 2561 Corinth Drive in Moncure. The property is owned by Phyllis Buchanan. It is a large parcel. It is about 46.08 acres and it is zoned Residential-1. As the earlier photographs included by the Planning staff included some aeriels. If you notice from the aeriels, the property itself is an undeveloped and mostly wooded parcel. There are high tension power lines that run across the northern and southern areas of the property. As you also probably noticed from the aeriels that have been provided, this proposed solar farm should have no impact whatsoever to any of the nearby or adjacent properties. The surrounding properties consist mostly of industrial uses with some farms, some commercial uses and some residential uses. The residential use is the Dickens RV Park which is located to the east of the parcel.

I'd like to take just a minute to describe the surrounding properties and what the uses are. The property located to the north and northeast of the parcel for the solar farm is owned by the Brickhaven Clay Mine. That is the parcel where Duke Energy has its coal ash disposal facility. That coal ash disposal facility, I think the County is well aware, is supposed to receive about twelve million tons of excavated coal ash. The property directly to the east of the solar farm parcel is a poultry farm. The property to the east of the poultry farm is the Dickens RV Park. The property to the west is an undeveloped and wooded parcel. Ms. Buchanan's parcel is an ideal location for a solar farm, because as I mentioned it is located at a predominately industrial with some commercial uses, farms and then the RV park. Because it has been located in such a good location for a solar farm there will be no impact to any of the surrounding properties and in particular to the Dickens RV Park, which is the only residential use in the area.

The solar farm should not be visible whatsoever from the Dickens RV Park. The poultry farm will separate it from the RV park. Also there will be the buffer between the solar farm, the poultry farm and then the Dickens RV Park. Because it is such a good location, there has not been any opposition or concern that we are aware of. There were two community meetings that were held and there was no concern voiced at either of those two meetings. At one of the meetings, Mr. Dickens who is the owner of the Dickens RV Park, did appear and he expressed support for this application and for the solar farm.

Now I would like to move on and just summarize our expert evidence that is included in the affidavits to show that our application and the affidavits demonstrate that all of the requirements for issuance of the conditional use permit have been met. The first general standard for issuance of the conditional use permit is that the solar farm must be an eligible conditional use in the district in which the property is located. The solar farm is located in an R-1 district and solar farms are permitted with a conditional use permit in R-1 districts. The second general use standard is that the requested conditional use permit be either desirable or essential for the public convenience or

welfare.

*I have submitted an affidavit of Jeremy Spaeth. He is a North Carolina Professional Engineer with Strata Solar. He's provided information in his expert testimony that the demand for electricity has increased in recent years and that solar energy, as we all know, is a clean, inexpensive and unlimited form of energy that has little environmental impact. We also provided evidence that the third general standard has been met. That standard is that the solar farm will not impair the integrity or character of the surrounding or adjoining districts and will not be detrimental to the health, safety or welfare of the community. In Mr. Spaeth's affidavit he has provided information, again, that the solar farm will produce solar energy, which is clean, inexpensive and is an unlimited resource with little environmental impact. Our application and Mr. Spaeth's affidavit also provides evidence that the solar farm will be developed and designed in an environmentally sensitive manner. We will be preserving to the extent possible the trees in the buffer areas. Where there are not trees to preserve in the buffer we will plant landscaping in accordance with the County's requirements.*

*Also the solar farm will protect against soil erosion and sedimentation. Mr. Spaeth has provided evidence that care will be taken to minimize grading on the site by individually setting holes in the ground to support the solar cells. The area beneath the solar panels will be planted with grass to stabilize the site. He also has stated that during construction erosion control measures will be maintained in accordance with the County's and Department of Environmental Quality's regulations. This is an extremely low impact type of use. The use will not be detrimental to the health, safety or welfare of the community due to traffic, noise, environmental consideration or light. In regard to traffic, this will be an unmanned facility and it will generate very little traffic, only about one to two vehicle trips per month. The solar facility will not produce odor, discernable noise, or glare and it will not emit any type of emissions. It will not produce toxic or hazardous waste and the solar structures do not contain hazardous materials or substances. There will be no light pollution because the solar facility will, of course, be completely dark at night.*

*Moving on to the affidavit submitted from Richard Kirkland, who is also here this evening. Mr. Kirkland is a NC licensed real estate appraiser. He has provided, as part of the application and attached to his affidavit, a solar impact study that includes a matched pair analysis. Rich Kirkland has stated that the solar farm is compatible with the existing uses in the area, the farms, the industrial and residential uses. It is a low intensity use. The solar farm will make a good neighbor, especially to the nearby RV park. Mr. Kirkland has provided his expert opinion that the solar farm will not impair the integrity or character of the surrounding or adjoining districts and he also provided information that due to the passive nature of the solar farm, the solar farm will have no adverse impact and that it will blend in with the area. Therefore he also provided his expert opinion that the solar farm will be in harmony with the surrounding area.*

*Finally, in our application I have provided a detailed description of the number of goals and policies of the County's land use plan that the solar farm is in compliance with. I will not go through all of those goals and objectives but just mention a few. First, it will further the County's goal of preserving the rural character of the county. A solar farm is a quickly growing land use in North Carolina and by constructing the solar farm on this property it will maintain the rural nature of the area. It will also diversify the County's tax base and create economic opportunities. The solar farm will foster healthy community by producing clean, renewable energy and it will further the County's objective to preserve farms and forests that line the rural areas. That is a comprehensive summary of how our application meets the requirements of the*



ordinance. We are here to answer any questions the commissioners may have.

Chair Hales: I have one to start out with. The photos I've seen show wooded property. Has it been timbered?

Ms. Kamorite: From the environmental assessment that I have seen it has not been timbered, I believe, since 1950. There is wooded area on the property.

Chair Hales: So that means you have to timber first.

Ms. Kamorite: So, yes. The trees where the solar panels will be located will have to be removed but we will be preserving the trees that are in the buffer and where the trees are not sufficient to the buffer requirement, additional plantings will be made.

Chair Hales: I noticed in the drawing, the site plan, that you have a wetland kind of in the middle. Is that going to maintain the tress?

Ms. Kamorite: Mr. Spaeth may want to speak about this but my understanding is that the solar farm will not be located in that area but I will let him speak.

Jeremy Spaeth: Jeremy Spaeth, civil engineer at Strata Solar. Yes, that is correct. There are two wetlands on the site. The large one that kind of cuts through the middle of the site and the smaller one down at the southern end of the site. Both of those areas will not be touched with construction. The existing vegetation will be left alone. There is a fifty foot buffer on both of those wetlands. That is a Chatham County buffer and that would be adhered to. Fifty feet out from both of those wetlands will not be touched by construction.

Chair Hales: So you will preserve all trees, well trees in that area, those two areas?

Mr. Spaeth: Yes, everything will be left as it is.

Chair Hales: Any questions?

Commissioner Crawford: Are you aware of section 9A of the Duke coal ash agreement with this County?

Mr. Spaeth: No.

Commissioner Crawford: Well, I'll tell you. Part of the negotiation, we accepted the coal ash with the understanding that anybody who has engineer certification of their solar array must be hooked up to Duke's grid within ninety days. So if you encounter any slow down or trouble in that regard, you simply cite that agreement and it should expedite matters. I am sure they will be real quick with you.

Commissioner Dasher: What is the total power, output?

Mr. Spaeth: It will be five megawatts. I estimate a couple hundred homes will be powered, six hundred or seven hundred homes during peak hours.

Commissioner Crawford: That will help close our gap with California that I was talking about earlier.

Chair Hales: Do you have the acreage? Is this, by the way, this is a rental of

*agricultural land, correct?*

*Mr. Spaeth: Yes.*

*Chair Hales: So you will have a rental agreement with the owner?*

*Mr. Spaeth: Yes. We will probably be leasing about the entire parcel.*

*Vice Chair Dasher: I am going to read this entire appraisal report tonight, but if I could get the short version of how the property is valued differently?*

*Richard Kirkland: Richard Kirkland, of Kirkland Appraisals. I'm out of Raleigh, NC. I've been looking at solar farms and whether or not that impact on adjoining property values for the last eight years. In that time I looked at over 400 solar farms. Most of those were in the state of North Carolina but I've also looked in about a dozen other states. The way you measure whether there is an impact on adjoining properties you do a...*

*Vice Chair Dasher: I guess I meant the subject property. How does that change the value?*

*Mr. Kirkland: Oh, how it changes that property value? That is a very different question. I have not been asked to look at that. I have valued land subject to solar farm leases previously in North Carolina. What exactly is your question?*

*Vice Chair Dasher: I guess is fifty acres of solar farm more valuable to the County from a tax collection standpoint?*

*Mr. Kirkland: I would imagine so for a couple of reasons. One, it will be pulled out of the agriculture deferment. First of all...(inaudible). Solar panels themselves are going to be taxed as personal property. It doesn't really get into the side of things that I look at. Again, it depends on how the tax assessor looks at the land and whether or not they consider this to be a change in the nature of the land. Some county assessors have and some have not.*

*Vice Chair Dasher: Thanks, I was just curious.*

*Mr. Kirkland: Thank you. It wasn't the question I was expecting.*

*Chair Hales: Any other questions? I was just um, my concern, I mean I know a solar farm you obviously have to have cleared area so that the sun can shine on the panels to make the electricity. But I was also concerned about, that is a lot of timbering. Loss of tree canopy in order to get a greater good. You are leaving two areas with trees. I didn't have any other, you answered my questions about the wetlands.*

*Ms. Kamorite: And then finally I would just ask that our application and affidavits be entered into the record.*

*Chair Hales: Yes, and I believe the next step is for this to go to the Planning Board. First we will ask for anyone who wants to speak.*

*Clerk: The only other person that was on the list was Chelsea Woodfin.*

*Ms. Kamorite: She is with the applicant.*

*Clerk: No one else has signed up.*

*Chair Hales: If there are no more questions from this body I will go ahead and close the hearing and refer the item to the Planning Board.*

*The Chair closed the hearing.*

**This Agenda Item was referred to the Planning Board.**

## **BOARD PRIORITIES**

### **18-2671**

A request by the Chatham County Board of Commissioners to deny the rezoning of Parcel No. 61829, being 0.9 acres, Bear Creek Township, located on NC HWY 902, from R-1 Residential to IL-Light Industrial.

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

*Planner Dylan Paul reviewed the specifics of the request.*

*Chair Hales asked what happens if the Board denies the request. Mr. Paul said they can continue to operate under the nonconforming use.*

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, that Resolution #2018-37 Adopting a Consistency Statement for the Denial of General Use Rezoning from R-1 Residential to IL-Light Industrial, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, to approve the denial of the rezoning request. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

### **18-2673**

A request by the Chatham County Board of Commissioners to deny the rezoning of Parcel No. 90745, being 6.29 acres, Gulf Township, located on Mays Chapel Road, from R-1 Residential to IL-Light Industrial.

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

*Planner Dylan Paul reviewed the specifics of the request*

*Chair Hales asked what happens if the Board denies the request. Mr. Paul stated the current zoning would stay in place and the Notice of Violation would continue.*

**A motion was made by Commissioner Crawford, seconded by Vice Chair Dasher, that Resolution #2018-38 Adopting a Consistency Statement for the Denial of General Use Rezoning from R-1 Residential to IL-Light Industrial, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

**A motion was made by Commissioner Crawford, seconded by Commissioner Howard, to approve the denial of the rezoning request. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2674](#)

A request by the Chatham County Board of Commissioners to rezone Parcel No. 60279, being 10.12 acres, Oakland Township, located on Mays Chapel Road, from R-1 Residential to IL-Light Industrial.

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

*Planner Dylan Paul reviewed the specifics of the request.*

*Chair Hales stated there was some confusion at the Planning Board. There were two parcels on Mays Chapel. Mr. Paul said that staff and members of the Planning Board thought that individuals speaking about this parcel were actually speaking about the other parcel on Mays Chapel.*

**A motion was made by Commissioner Howard, seconded by Commissioner Crawford, to approve sending the item back to the Planning Board for further discussion. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2672](#)

Vote on a request by the Chatham County Board of Commissioners to rezone Parcel No. 60289, being 11.60 acres, Bear Creek Township, located on NC 902 Hwy, from R-1 Residential to IL-Light Industrial.

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

*Commissioner Petty recused himself from the discussion and vote as he has a conflict of interest.*

*Planner Dylan Paul reviewed the specifics of the request.*

**A motion was made by Commissioner Crawford, seconded by Vice Chair Dasher, that Resolution #2018-39 Adopting a Consistency Statement for the Approval of General Use Rezoning from R-1 Residential to IL-Light Industrial, attached hereto and by reference made a part hereof, be adopted. The motion carried by the following vote:**

**Aye:** 4 - Commissioner Crawford, Chair Hales, Vice Chair Dasher and Commissioner Howard

**Recuse:** 1 - Commissioner Petty

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

**Aye:** 4 - Commissioner Crawford, Chair Hales, Vice Chair Dasher and Commissioner Howard

**Recuse:** 1 - Commissioner Petty

[18-2510](#)

A request by the Chatham County Board of Commissioners to adopt revisions to the Chatham County Subdivision Regulations.

**Attachments:** [Proposed Ordinance Amendments PowerPoint](#)  
[More information available from the Planning Department website](#)

*Planner Dylan Paul reviewed the specifics of the request.*

*The proposed changes in the regulations are primarily a result of legislation passed by the North Carolina General Assembly in 2015 and 2017. These changes are needed so that the County is in compliance with state regulations.*

*The Planning Board voted with a vote of 5-4 on May 1, 2018 to recommend approval of the revisions to the regulations. A minority report was included in the agenda packets. The minority shared concerns that the elimination of the County's ability to request EIAs addressing secondary, indirect and cumulative impacts, which is inconsistent with federal NEPA law, allows for the consideration of these impacts. They were also concerned that the change from two acres to ten acres as the disturbance area triggers an EIA. The minority is asking the Board of Commissioners to seek a second opinion on this challenge to our right to self governance.*

*Chair Hales finds these rollbacks by the state very troublesome. She understands the County has to follow the law but she will be voting against the approval.*

*Vice Chair Dasher thanked Mr. Paul for his service to the County and wished him well on his new job with the Town of Cary. Mr. Paul thanked the commissioners for their support of staff.*

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

**Aye:** 4 - Commissioner Crawford, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

**No:** 1 - Chair Hales

[18-2601](#)

Vote on a request to approve appointment to the Affordable Housing Advisory Committee.

*The Board discussed the applicants and agreed to appoint Linette Tyson to the Affordable Housing Committee.*

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

[18-2689](#)

Vote on a request to approve an extension of the Chatham Economic Development Corporation contract and authorize the County Manager to execute the agreement.

**Attachments:**     [EDC Extension](#)

*Commissioner Crawford asked why the extension only for one month and not an entire year.*

*Chair Hales said there were two members of the Board on vacation until Saturday and the contract was not ready at the agenda review meeting on Monday because there was some tightening of the contract to be done. Commissioner Crawford asked on what matters.*

*The County Manager said there were a couple of outstanding issues. One was tightening up the language with regard to the relationship with CCCC and what the expected outcomes were for the Small Business Center.*

*Commissioner Petty said he would hate to give the EDC any indication that the funding won't be there for an extended period of time. He asked EDC President Kyle Touchstone if he could discuss any of the things the EDC is working on right now.*

*Mr. Touchstone said this year the EDC has a goal of sixty projects for the current fiscal year. Currently they have responded to sixty-seven projects. While they have not had a significant announcement this year they continue to work several of those projects. There are around 25 projects that are still active. Commissioner Petty asked how many projects the county has been eliminated from. Mr. Touchstone said probably twenty of the sixty-seven projects.*

*Commissioner Petty thinks with that kind of track record the Board needs to send a message that it is behind the EDC and what they are doing. Commissioner Crawford agreed.*

*Chair Hales said a third of the members of the Board were not able to look at the agenda until the Saturday before the meeting and it was a very full agenda. Her thought was to get the contract worked out and have it on the agenda in July.*

*Commissioner Petty made a motion to renew the current contract for a year as the Board has in the past. Commissioner Crawford seconded the motion.*

*Commissioner Howard did appreciate the time extension. She has looked at the contract and doesn't feel a lot has changed. Vice Chair Dasher has not had time to look at the contract but he trusts Commissioner Howard's judgement. He would love to see some bylaws finalized by the EDC. He knows the contract is not contingent on that but he wishes there was something that could be done to speed up the process.*

*Chair Hales said she did not see the contract, only the contract extension. Commissioner Howard clarified that was all she had seen as well.*

*Commissioner Petty asked if the contract was going to change from the previous contract. The County Manager stated the major changes were to streamline the existing contract. There are not any material changes between the two.*

*Vice Chair Dasher has concerns about approving a year long contract when the contract is not ready and was not attached to the agenda for review.*

**A motion was made by Commissioner Petty, seconded by Commissioner Crawford, that this Contract be approved. The motion failed by the following vote:**

**Aye:** 2 - Commissioner Crawford and Commissioner Petty

**No:** 3 - Chair Hales, Vice Chair Dasher and Commissioner Howard

*The County Manager stated the Chair was correct that the contract was not attached to the Preliminary Agenda. She has since talked to the County Attorney and Mr. Touchstone about the changes that need to be made to the draft contract. Chair Hales asked if that means the Board could get a copy next week. The County Manager said yes.*

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

### **MANAGER' S REPORTS**

*The County Manager said the Board needs to appoint a voting delegate to the annual NCACC Conference in August. Commissioner Howard is the current voting delegate.*

**A motion was made by Commissioner Crawford, seconded by Vice Chair Dasher, to approve the appointment of Commissioner Howard as the voting delegate to the NCACC Annual Conference. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard

### **COMMISSIONERS' REPORTS**

*Commissioner Crawford reminded the Board that the Juneteenth observance this Saturday will be at the Library in the Holmes Room at 11:00. He will be doing a presentation on reconstruction in the county and Commissioner Howard will be doing the introduction. There is good news from CCCC that their reaccreditation showed no changes were needed. It is a perfectly functioning institution and it is the best community college in the state.*

*Chair Hales said the affordable housing van tour was on May 29th. She believes Triangle J is going to try to hold it again and encourages the rest of the Board to attend. She attended the NCACC Agriculture and Environment Committee.*

*The County Manager recognized Policy Analyst Stephanie Watkins-Cruz for the work she did on the affordable housing van tour.*

### **ADJOURNMENT**

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

**Aye:** 5 - Commissioner Crawford, Chair Hales, Commissioner Petty, Vice Chair Dasher and Commissioner Howard



# Chatham County, NC

## Text File

File Number: 18-2581

**Agenda Date:** 7/16/2018

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Contract

Vote on a request to approve the fire contract between the County and North Chatham Volunteer Fire Department

### Action Requested:

Vote on a request to approve the contract for services between the North Chatham Volunteer Fire Department and Chatham County.

### Introduction & Background:

The North Chatham Volunteer Fire Department is an incorporated nonprofit volunteer fire department that provides fire protection services, rescue services, and emergency medical responder services to the area identified as the North Chatham Fire District and the Bells Annex Fire District. In accordance with N.C.G.S. 69-25.5 (Attachment "A") The County presently provides fire protection for the district by contracting with a city or town, with any incorporated nonprofit volunteer or community fire department. The proposed new contract (Attachment "B") addresses the change in the percentage of current and delinquent funds collected by the County and remitted to the fire department, the grandfathering of "first responders", the fire department dissolving or ceasing to provide fire protection services within the district, fire department reporting requirements (submittals) contained within Appendix 1, and Excepted Property contained within Appendix 2.

### Discussion & Analysis:

The North Chatham Volunteer Fire Department as with the other ten (10) fire departments that provide fire protection services to all areas within Chatham County currently do so under individual contracts. Contracts with other fire departments will be presented in a future Board of Commissioners meeting

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

N/A

### Budgetary Impact:

None

### Recommendation:



Motion to approve the contract for services between the North Chatham Volunteer Fire Department and Chatham County.

**NORTH CHATHAM VOLUNTEER FIRE DEPARTMENT, INC.**

**NORTH CAROLINA**

**FIRE PROTECTION CONTRACT**

**CHATHAM COUNTY**

THIS FIRE PROTECTION CONTRACT (this "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between CHATHAM COUNTY, hereinafter referred to as the "County", and the NORTH CHATHAM VOLUNTEER FIRE DEPARTMENT, INC. hereinafter referred to as the "Fire Department";

**W I T N E S S E I T H:**

WHEREAS, North Carolina General Statute §69-25.5 provides methods by which counties may provide for fire protection in a fire district. One (1) method counties may use is to contract with an incorporated non-profit volunteer fire department; and

WHEREAS, the North Chatham Fire District (the District") is a Special Tax District created pursuant to Chapter 69 of the North Carolina General Statutes; and

WHEREAS, the Fire Department is a non-profit corporation organized for fire protection service purposes as defined in North Carolina General Statutes §69-25.5.4; and

WHEREAS, the County has elected to provide fire protection services within the boundaries of the District, and, at the option of the Fire Department, to also provide rescue and Emergency Medical Responder Services by contracting with the Fire Department to provide such services; and

WHEREAS, the Fire Department has the ability to provide and is willing to provide said services within the boundary of the District; and

WHEREAS, the County levies and collects the taxes from the District for the provision of fire protection as defined in North Carolina General Statutes §69-25.4; and

WHEREAS, the parties desire to establish a renewable contract to enable the parties to make long range plans;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of up to fifteen cents (\$.15) per one-hundred dollars (\$100) valuation of all taxable real and personal property in the District unless otherwise limited or prohibited by law or a vote of the people, and will collect said tax as part of the ad valorem taxes of the County of Chatham; provided, however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County as approved by the County.
2. A special or separate fund shall be maintained by the County for funds collected as a result of said special tax.

3. Ninety-nine percent (99%) of current and delinquent funds collected pursuant to this Agreement for taxable real and personal property within the District, including funds collected for County billed motor vehicles taxes, shall be remitted to the Fire Department by the 10<sup>th</sup> of the month following the month of collection; provided, however, that the total sums remitted to the Fire Department in any fiscal year hereunder shall not exceed the sum appropriated for said service during the said fiscal year.
4. The Fire Department shall provide and furnish adequate fire protection services and will provide the necessary equipment, personnel, and other resources as determined necessary by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all persons and property located within the District, and the fire department shall maintain a 9S certification in the rated District and will furnish services free of charge to all persons and individuals within the District.
5. In addition, the Fire Department may elect to provide and furnish Rescue and Emergency Medical Responder Services ("the Services"). In the event the Fire Department elects to provide such Services, it shall notify the County in writing that it is providing the Services, and shall continue to provide the Services until it notifies the County that it is no longer providing the Services. In providing the Services the Department agrees that it will provide at a minimum the necessary equipment, personnel and other resources as determined by the North Carolina Office of Emergency Medical Services and Rescue, and the individual designated by the County as the Medical Director (the "County Medical Director"). For purposes of this Agreement the term "Emergency Medical Responder Services" shall be defined as the furnishing of services in medical emergencies in accordance with the guidelines provided by the North Carolina Office of Emergency Medical Services and the County Medical Director.
6. Current Fire Department personnel who are not Emergency Medical Responders ("EMRs") or Emergency Medical Technicians ("EMTs") may respond to emergency medical calls as dispatched provided they (i) have attended and participated in a minimum of twenty-four hours (24) hours of Emergency Medical Responder/Emergency Medical Technician continuing education during the past one (1) year and have completed CPR and skills evaluation as prescribed by the North Carolina Office of Emergency Medical Services and Rescue, and the County Medical Director within the preceding twelve (12) months, and (ii) have agreed to complete the minimum hours of EMR/EMT continuing education annual training as directed by the County Medical Director.. A roster of such Fire Department personnel and documentation of their required training shall be submitted to the County by January 31<sup>st</sup> of each year. No Fire Department personnel without such training shall be permitted to provide patient care, except in the case of CPR if applicable training has been completed, unless accompanied by a person who is qualified to provide CPR, or is a certified EMR or EMT.
7. All current Fire Department Emergency Medical Responders and Emergency Medical Technicians must have official certification on file with the Fire Department. All Fire Department Emergency Medical Responders and Emergency Medical Technicians must maintain a current and valid State certificate and complete CPR and skills evaluations annually as prescribed by the North Carolina Office of Emergency Medical Services and the County Medical Director. A roster of Fire Department Emergency Medical Responders and Emergency Medical Technicians and recertification documentation shall be submitted to the

County by January 31<sup>st</sup> of each year. No EMR or EMT without a current and valid certification from the North Carolina Office of Emergency Medical Services shall be permitted to provide patient care, except in the case of CPR if applicable training has been completed, unless accompanied by a certified EMR or EMT.

8. The Fire Department shall participate in the required annual Harris Plant training for fire departments located in Chatham County, including without limitation, mock drills and FEMA evaluations.
9. All funds paid to the Fire Department by the County shall be used by the Fire Department to provide fire protection services within the District; provided that should the Fire Department elect to provide Rescue and Emergency Medical Responder Services as provided in this Agreement within the District, such funds may be used to pay those expenses as well, and to pay other legitimate fire, Rescue, and Emergency Medical Responder expenses related to such services rendered within the District.
10. The Fire Department shall operate in compliance and all applicable State and local laws and regulations including, but not limited to, the North Carolina Fire Incident Reporting System (N.C. G. S 58-79-46, NC Administrative Code, §.0402). The Fire Department shall submit incident reports to the Fire Marshal's Office by the 10<sup>th</sup> of each and every month if applicable, accordance with said directives. The Fire Department shall provide the County a copy of its Annual Training Report that is submitted to the NC Firefighter's Association, and shall record all equipment in the County's resource tracking system no later than January 31<sup>st</sup> of each year.
11. It is agreed that the County may inspect all books, records, and accounts of the Fire Department at any reasonable time during regular business hours. It is further agreed that the Fire Department will present the County along with its annual budget request its most recent fiscal year audit by a Certified Public Accountant, which audit shall be in conformity with generally accepted accounting principles and standards.
12. The Fire Department agrees to comply with County budgeting procedures and any applicable procedures provided by state law and shall submit annual budget estimates in accordance with established County budget timetables along with a supporting letter containing its request for a proposed tax rate signed by the Fire Department's president upon approval of its Board of Directors. The County will provide the Fire Department with standard forms for budget submission and the Fire Department shall use such standard forms.
13. The Fire Department will file with the County Fire Marshal's Office a true copy of its Articles of Incorporation, including all amendments thereto, and shall furnish any changes made thereto not less than thirty (30) days after their effective dates. Further, the Fire Department agrees to maintain its status as a North Carolina non-profit corporation. In addition, upon request of the Fire Marshal's Office, the Fire Department shall provide copies of its bylaws or other operational rules of procedure.
14. In the event the Fire Department (i) dissolves or (ii) ceases to provide any fire protection Services within the District, the Fire Department hereby agrees that its dissolution shall be in conformity with Chapter 55A of the North Carolina General Statutes. Unless prohibited by law

shall deliver, release, and convey to the County all of the equipment, cash, real estate, and other assets owned by the Fire Department, subject to any debt or encumbrances thereon (collectively "Fire Department Property"), unless it is "Excepted Property, to be used by the County exclusively for the provision of fire protection services within the District. Fire Department property shall be delivered, released, and conveyed to the County unless it is Excepted Property. Excepted Property is property (i) that does not impair the ability of the County or another agency to provide adequate fire protection services in the District, (ii) was not purchased or acquired wholly or partially with County funds, or (iii) is listed on Appendix 2, attached hereto and incorporated herein by reference. Excepted Property must be disposed as provided by law. The County will assume any debt owing on the Fire Department Property conveyed to, and accepted by, the County, and agrees to hold the Department harmless with respect to the debt on such Property.

15. The Fire Department agrees to indemnify and save harmless the County from and against any and all liability and expenses, including attorney fees, court costs, and other costs incurred by the County, caused by an act or omission of the Fire Department, its agents, or employees, up to the amount of insurance required by this Agreement; provided that such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available to the County. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent the Fire Department from asserting any defense of such immunity; provided, however, that the indemnity provided for herein shall apply unless and until a nonappealable judicial decision holding that no such immunity applies is entered.
16. The Department shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage in amounts not less than those set forth below and shall name the County as an additional Insured on each policy:
  - A. Comprehensive Automobile Liability Insurance with combined single limits of at least one-million dollars (\$1,000,000) per occurrence. Coverage shall be provided under the symbol "1". Coverage shall apply, on an excess basis for hired, borrowed, and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage terms in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided. Auto pollution liability shall be included in the coverage.
  - B. Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards such as NFPA or DOT.
  - C. Comprehensive General Liability Insurance with limits of at least one-million dollars (\$1,000,000) per occurrence and two-million (\$2,000,000) aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with limits of one-



million dollars (\$1,000,000), Pollution Liability arising out of emergency operations, training activities or equipment wash downs.

- D. Directors and Officers Liability Insurance with limits of at least one-million dollars (\$1,000,000) per occurrence with two-million (\$2,000,000) aggregate. This policy shall include coverage for prior acts. The insureds shall include current volunteers and employees, former volunteers and employees, and any persons or organizations providing service to the Fire Department under a mutual aid or similar agreement. Coverage shall include civil rights type suits such as discrimination and sexual harassment; liability arising out of the administration of benefit plans for employees or volunteers and employment related practice suites. Coverage shall include claims made for future compensation and benefits lost from wrongful termination of an employee.
- E. Umbrella Liability Insurance with limits of at least one-million dollars (\$1,000,000) per occurrence and two-million (\$2,000,000) aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability Section of the Workers' Compensation Policy. Volunteers and employees shall be included as insureds.
- F. The Fire Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis, with coverage included for Building Ordinance, Flood, and Earthquake. Coverage shall include Commandeered Property in the amount of two-hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.
- G. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
- H. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County as an additional insured. The Fire Department shall furnish the County on or before July 1<sup>st</sup> of each year that this Agreement remains in force, Certificates of Insurance, issued by the respective insurance companies, showing the type of policy, limits of liability, name of insurance companies, policy numbers, effective dates and expiration dates of policies.
- I. Workers' Compensation Insurance covering all employees and volunteer firefighters for statutory limits in compliance with applicable State and Federal Laws.
- J. The Fire Department shall require its insurance company or its insurance agent to provide the County the same notice that the Fire Department receives from the insurance company or its agent as to cancellation, nonrenewal, reduction in coverage, or other material change with respect to any policy on which the County is required by this Agreement to be named as an additional insured.

17. Attached to this Agreement as Appendix 1 is a list of the certifications, reports, records, and other submittals (collectively "Submittals") that the Fire Department is required to make to the

County and the date each is due. The Department agrees to make each Submittal on or before its due date.

18. In connection with the performance of this Agreement, the Fire Department agrees not to unlawfully discriminate against any employee, volunteer, or applicant for employment or membership because of race, religion, color, sex, age, disability or national origin. Employees and volunteers must however be competent and capable of performing the requirements of the job. The Fire Department agrees to take all reasonable measures to insure that employees and volunteers are treated during their employment, without regard to their race, religion color, sex, age, disability or national origin.
19. This Agreement is effective as of July 1, 2018, and ending June 30, 2019, at which time it shall automatically renew for successive terms of one (1) year beginning each July 1<sup>st</sup> and ending June 30<sup>th</sup> unless terminated as hereinafter provided. Either party may terminate this Agreement effective at the end of any County fiscal year by giving the other party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.
20. This Agreement sets forth the entire understanding of the parties and supersedes any and all other prior agreements, arrangements, and understandings related to the subject matter hereto. This Agreement may not be changed or terminated except as provided herein, and no waiver or compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the parties hereto.
21. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.
22. Notwithstanding anything herein to the contrary, it is understood and agreed that the Fire Department shall be entitled to use the funds provided pursuant to this Agreement for the purchase of land, buildings, and equipment determined by the Fire Department in the exercise of its reasonable discretion and business judgment to be necessary for the provision of services hereunder. Said land, buildings, and equipment may be pledged as collateral for the financing thereof. Nothing contained herein shall affect the rights of third party lenders with a lien or security interest in said property as collateral.
23. The failure of either party to exercise any right granted hereunder, or to insist upon strict compliance by the other party with its respective obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver by either party to require exact compliance with the terms hereof.

IN WITNESS WHEREOF, the County has caused this instrument to be executed by the Chairperson of the Chatham County Board of Commissioners and attested by the Clerk to the said Board, and the Fire Department has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

ATTEST:

CHATHAM COUNTY

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

By: \_\_\_\_\_  
Diana Hales, Chair

(County Seal)

ATTEST:  
DEPARTMENT, INC.

NORTH CHATHAM VOLUNTEER FIRE

By: Mary Anne Norwood  
Secretary

By: Charles A. Quinlan  
Charles Quinlan, President

(Corporate Seal)



## APPENDIX 1

### Fire Protection Contract

Between

Chatham County

And

North Chatham Volunteer Fire Department, Inc.

#### Submittal

#### Due Date

- |   |                                   |
|---|-----------------------------------|
| 1. Fire Incident Reports (NCFIRS)   | 10 <sup>th</sup> of each month    |
| 2. Certificates of Insurance including:   | July 1 <sup>st</sup> annually     |
| a) Type of Policy   |                                   |
| b) Limits of Liability  |                                   |
| c) Name of all insurance companies  |                                   |
| d) Policy numbers   |                                   |
| e) Effective dates/Expiration dates   |                                   |
| f) County named as additionally insured   |                                   |
| 3. Roster of First Responders   | January 31 <sup>st</sup> annually |
| 4. Roster of Medical First Responders   | January 31 <sup>st</sup> annually |
| 5. Roster of Emergency Medical Technicians  | January 31 <sup>st</sup> annually |
| 6. Recertification documentation  | January 31 <sup>st</sup> annually |
| 7. Fire Department training report submitted to<br>NC Firefighter's Association     | January 31 <sup>st</sup> annually |
| 8. Changes to any Articles of Incorporation<br>Bylaws, or other Rules of Procedures | 30 days after effective date      |

APPENDIX 2  
Fire Protection Contract  
Between  
Chatham County  
And  
North Chatham Volunteer Fire Department, Inc.

**EXCEPTED PROPERTY**

(if any)

**§ 69-25.5. Methods of providing fire protection.**

Upon the levy of such tax, the board of county commissioners shall, to the extent of the taxes collected hereunder, provide fire protection for the district -

- (1) By contracting with any incorporated city or town, with any incorporated nonprofit volunteer or community fire department, or with the Department of Agriculture and Consumer Services to furnish fire protection, or
- (2) By furnishing fire protection itself if the county maintains an organized fire department, or
- (3) By establishing a fire department within the district, or
- (4) By utilizing any two or more of the above listed methods of furnishing fire protection. (1951, c. 820, s. 5; 1973, c. 1262, s. 86; 1977, c. 771, s. 4; 1989, c. 727, s. 218(11); 1997-443, s. 11A.119(a); 2015-241, s. 14.30(u); 2015-263, s. 36(c).)



# Chatham County, NC

## Text File

File Number: 18-2683

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**Agenda Date:** 7/16/2018

**Version:** 2

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

**In Control:** Economic Development

**File Type:** Contract

Vote on a request to approve contract for economic development services with the Chatham Economic Development Corporation

Action Requested: Review and vote on contract of services

Introduction & Background: The Chatham Economic Development Corporation is a 501(c)3 that has provided economic development services to Chatham County and its municipalities. The Chatham Economic Development Corporation operates under a strategic action agenda and a workplan of Chatham County with sets measurements.

Discussion & Analysis:

How does this relate to the Comprehensive Plan: Economic development is an element of the Comprehensive Plan and directly impacts goals of the Comprehensive Plan.

Budgetary Impact:\$338,484

Recommendation: Review and vote on contract of services.

**NORTH CAROLINA**

**AGREEMENT**

**CHATHAM COUNTY**

**THIS AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Chatham County, a body politic and corporate of the State of North Carolina (the “County”), and the Chatham County Economic Development Corporation, a North Carolina non-profit corporation (“the EDC”);

**W I T N E S S E T H**

**WHEREAS**, the EDC, a 501(c)(3) nonprofit corporation, was created in 1997 to promote economic development within Chatham County and to provide other services incidental thereto; and

**WHEREAS**, each county in North Carolina is authorized to make appropriations for the purpose of aiding and encouraging economic development; and

**WHEREAS**, the County has determined that supporting and making appropriations to the EDC is an effective way to aid and encourage economic development in Chatham County; and

**WHEREAS**, the EDC has agreed to provide the core services and the marketing and recruitment services set out in this Agreement and to be bound by all of the terms and conditions hereof;

**NOW, THEREFORE**, for and in consideration of the premises, and the payments to be made to the EDC hereunder, and the services to be provided to and for the County, the County and the EDC agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date (defined at the end of this Agreement), and unless earlier terminated as herein provided, shall exist and continue until the 30<sup>th</sup> day of June, 2019.
2. Core Services. The EDC agrees to provide the following Core Services to promote economic development in Chatham County:
  - a. Coordinate its work with the County and municipal governments within Chatham County, as well as with regional and statewide economic development organizations, to identify and to assist in the recruitment, retention, and expansion of industrial and commercial projects;

- b. Use the Chatham EDC's targeted industry sectors (automotive equipment, advanced manufacturing, agriculture, food and beverage manufacturing, corporate services, healthcare and research and development) to guide activities and expenditures;
- c. Continue to implement and refine the EDC marketing strategy that capitalizes on a comprehensive website for new and expanding business, opportunities for targeted advertising and the development of collateral marketing materials as available funding permits;
- d. Maintain a countywide database of available development sites as well as commercial and industrial properties for sale or lease in order to provide prospects prompt and accurate responses to property inquiries;
- e. Continue to equitably market opportunities for business development of Chatham County controlled properties, including but not limited to the Central Carolina Business Campus, Chatham-Siler City Advanced Manufacturing (CAM) Site and the Moncure Megasite;
- f. Pursue wastewater service for the Chatham-Siler City Advanced Manufacturing (CAM) Site to ensure site-readiness;
- g. Establish and maintain relationships and participate with the Economic Development Partnership of North Carolina (EDPNC) and other state and regional economic development groups to best position Chatham for economic development projects.
- h. Develop and maintain relationships with other economic development allies, such as businesses that are financially contributing to Chatham County, and others who benefit from economic development activities;
- i. Provide small business and entrepreneurship assistance by serving as a liaison to existing small business assistance organizations, including but not limited to the CCCC Small Business Center, the Chatham Chamber of Commerce, and the North Carolina Small Business Technology & Development Center;
- j. Manage the contract with CCCC for the Small Business Center and ensure the provision of assistance to small business, including training, development of business plans, attendance by the SBC Coordinator at town and county pre-application meetings for small business, referral to local and regional small business resources, and tracking of data to measure the effectiveness of the SBC program.

- k. Coordinate with the Central Carolina Community College, Chatham County Schools, and other local education and training institutions in the area of Workforce Development, and provide information from local businesses about the supply and quality of available labor and specific needs for improvement;
  - l. Serve as the County's funding mechanism for the Chatham Arts Council and provide oversight of reporting and funding uses;
  - m. Serve as the County's agent for recommending qualifying new and expanding businesses for Chatham County incentives as defined in the Chatham County Incentive Policy and the Chatham County Transformational Incentive Policy; recommend changes to the incentives policy when needed.
  - n. Continue to implement the 2015-2020 EDC Strategic Action Agenda that specifically describes the requirements and strategies necessary for achieving the most successful economic development program possible;
  - o. Serve as the chair of the County's Comprehensive Plan's Economic Development Collaborative Impact Team Chair and assist in developing an implementation plan for action items related to the Economic Development Elements of the Comprehensive Plan; when appropriate and feasible, assist the county in implementing the plan,
  - p. Develop and implement an annual work plan that reflects county goals and EDC's primary responsibilities in the format requested by the county.
  - q. Follow the county's budget process and submit a budget request by deadlines established by the county, and
  - r. Provide semi-annual reports to the Chatham County Board of Commissioners, on or before the 31<sup>st</sup> day of December and the 30<sup>th</sup> day of June each County fiscal year. The report shall be in a format mutually agreed upon by the parties that highlights EDC goals and County goals for the current fiscal year period. The report will include any key accomplishments, any progress in efforts that support Board of Commissioner goals, and progress made toward EDC goals.
3. Relationship of Parties. The County and the EDC agree that the EDC is an independent contractor and shall not represent itself as an officer, agent, or employee of the County for any purpose. The EDC has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. The EDC agrees that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under

State and local law to perform the services under this Agreement. The EDC further agrees that it will obey all State and Federal statutes, rules and regulations, which are applicable to provisions of the services called for herein.

4. Materials. EDC agrees that all publications, materials, computer databases, site, and building inventories, or other information or materials produced as part of its program, excluding information of a confidential nature, regarding real estate and business identities, including custom photography, may be used by the County or municipalities without additional compensation to EDC.
5. Office Space. The County shall provide the EDC office space and utilities in the County's Performance Building located at 964 East Street, Pittsboro, NC 27312 as an in-kind contribution during the term of this Agreement.
6. Payment. For and in consideration of the economic development services to be provided by the EDC under this Agreement, the County agrees to appropriate and pay to the EDC the sum of Three Hundred Thirty Eight Thousand Four Hundred Eighty-Four dollars (\$338,484) to be remitted in four (4) equal installments, payable on or before August 1, 2018, September 1, 2018, January 2, 2019, and April 1, 2019. Of this appropriation, \$23,000 is restricted to, and shall be used by the EDC for, funding the CCCC Small Business Center Coordinator. In addition, \$35,000 shall be used for grants to Chatham Arts which will be paid in lump sum, upon notice of the grant awards. The EDC acknowledges that the use of County funds is limited to efforts to advance economic development in Chatham County.
7. Financial Record Keeping. EDC, at EDC's sole expense, will account to the satisfaction of the County's Finance Director for all funds received from the County under this Agreement and all expenditures made with such funds.

Such accounting will be in a form prescribed by the County's Finance Director, and will include a report of all funds (including the management letter, if issued) prepared by a person or firm approved by the Finance Director (except that any Certified Public Accountant or any Certified Public Accounting firm licensed to practice in North Carolina will be deemed approved by the Finance Director). The EDC shall also provide the Finance Director with an annual financial statement on or before November 15. The financial statement will be in the form of an Independent Accountant's Review Report (the "Review Report") summarizing the financial position of the EDC in a format approved by the County's Finance Director. Furthermore, the EDC agrees that the Review is a public record and will make it available to the public upon request. The EDC will provide such other information, records, or documentation as the Finance Director may request. Non-compliance with this section will



be deemed a material breach of this Agreement. EDC will submit the management letter and annual financial statements to:

CHATHAM COUNTY  
ATTN: FINANCE DIRECTOR  
P.O. BOX 1809  
PITTSBORO, NC 27312

Additionally, the EDC will allow the County's Finance Director access to the records and information required hereunder and will facilitate a review of the accounting and program operations as may be required. The County will have the right to do site visits within one (1) week of a request to do so.

The EDC shall retain financial and program records during the term of this Agreement, and for a minimum period of three (3) years following the expiration or earlier termination of this Agreement.

8. Default. A party shall be in default under this Agreement if it shall fail to comply with any term, provision, or covenant of this Agreement applicable to it, and shall not cure such failure within thirty (30) days after written notice thereof to the defaulting party; provided, however, that if the default is of such a nature that it cannot reasonably be cured within such thirty (30) days, then the defaulting party shall not be deemed to be in default if such party begins to cure such default within such thirty (30) days cure period and thereafter diligently and in good faith pursues the same until completion, provided such cure does not take longer than sixty (60) days. If the default is not remedied within the applicable cure period, the non-defaulting party may terminate this Agreement at any time thereafter.
9. Notice. All notices or other communications required or permitted by this Agreement will be in writing and delivered via personal delivery, a recognized national overnight delivery service, or by certified mail, return receipt requested, to the following addresses:

COUNTY: CHATHAM COUNTY  
ATTN: COUNTY MANAGER  
P.O. BOX 1809  
PITTSBORO, NC 27312

EDC:  
CHATHAM ECONOMIC DEVELOPMENT CORPORATION  
ATTN: PRESIDENT  
P.O. BOX 1627

10. Insurance and Liability. The EDC agrees to procure and maintain in full force and effect during the term of this Agreement, at its own cost, the following coverage:

- a. Worker's compensation insurance as required by the State of North Carolina.
- b. Automobile liability insurance with one million dollars (\$1,000,000) combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for any occurrence.
- c. Professional Errors and Omissions (malpractice) liability insurance with limits of one million dollars (\$1,000,000) per occurrence or per claim.
- d. Business Owners insurance with two million dollars (\$2,000,000) per occurrence or per claim.

The EDC shall procure and maintain, and shall cause any subcontractors of the EDC to procure and maintain, the minimum insurance coverage listed herein. The EDC insurance policies required in 11 (b), (c), and (d) shall name the County as an additional insured. Such coverage shall be procured and maintained with forms and insurers reasonably acceptable to the County. All coverage shall be continuously maintained to cover liabilities, claims, demands and other obligation assumed by the EDC. In the case of a claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A Certificate of Insurance shall be completed by the EDC's insurance agent(s) and provided to the County as evidence that the EDC's policies provide the required coverage, conditions, and minimum limits set forth herein. The insurance policies shall require that the County be provided not less than thirty (30) days written notice prior to a reduction in coverage, or any other material change in any policy or prior to a policy's being cancelled or terminated.

The County reserves the right to request and receive a certified copy of any policy and any endorsements thereto. The EDC agrees to execute any and all documents as are reasonably necessary to allow the County access to any and all insurance policies and endorsements pertaining to this Agreement.

The parties thereto understand and agree that County, its officers and its employees, notwithstanding the insurance coverage required hereunder, are relying on and do not waive or intend to waive any provision of the Agreement, or any other rights, immunities and protections or other defenses available to the County, its officers or its employees.

11. Indemnification. The EDC shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the County from and against any and all claims, liabilities, losses, damages, costs, or expenses, including without limitation reasonable attorney's fees, awards, fines, or judgments related in any way to an act or omission of the EDC.
12. Intellectual Property. If any claim based upon alleged infringement of rights of any patent, copyright, trademark, or trade name is asserted against the County by virtue of any act, omission, or the purchase of any goods or services, by the EDC the EDC shall indemnify and hold the County harmless from all claims, demands, and legal obligations against the County related to such infringement.
13. Strict Compliance. The County may at any time insist upon strict compliance with the terms and conditions of this Agreement despite any previous course of dealing or course of performance, between the parties that may have been contrary to the terms of this Agreement.
14. Severability. In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
15. Survival. All obligations arising prior to the expiration or earlier termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between the County and the EDC shall survive the completion of the services and the expiration or earlier termination of the Agreement.
16. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, is governed by the laws of the State of North Carolina. The parties agree and submit, for matters concerning this Agreement, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Chatham County, North Carolina.
17. Assignment. No assignment of this Agreement or any of the rights, benefits or duties under this Agreement, is permitted except by the written agreement of both parties.
18. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties. This Agreement supersedes all prior agreements, whether written or oral, that may exist between the parties. In addition, no subsequent amendment or

modification to this Agreement or waiver of any provisions will be effective unless in writing and signed by both parties.

19. Public Records Requests. All requests made to the EDC for information shall be treated as a public record request and routed to the County Clerk to the Board, who will route the request to the County Attorney. The County Attorney will review the request for information disclosure to determine if disclosure is required based on North Carolina law.

**IN WITNESS WHEREOF**, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officers or agents. This Agreement is effective on the date executed by the last party to sign (the “Effective Date”).

**CHATHAM COUNTY**

**ATTEST:**

\_\_\_\_\_  
Diana Hales, Chair  
Chatham County Board of Commissioners  
Date Executed: \_\_\_\_\_

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

**CHATHAM COUNTY  
ECONOMIC DEVELOPMENT CORP.**

**ATTEST:**

\_\_\_\_\_  
By: Kyle Touchstone  
\_\_\_\_\_  
Title: President  
Date Executed: \_\_\_\_\_

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

**PREAUDIT CERTIFICATE**

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, NC

## Text File

**File Number: 18-2690**

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**Agenda Date:** 7/16/2018

**Version:** 1

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

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

**File Type:** Contract

Vote on a request to approve the FY 2018-2019 funding allocation contract with Chatham Trades and authorize the County Manager to sign.

FY 2018-2019 funding contract is attached.

### CONTRACT ROUTING FORM

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

Department: County Manager's Office

Department contract file name (use effective date): ChathamTrades\_Manager\_20180701

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Budget allocation

Contract Component: Master

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

Vendor Name: Chatham Trades

Effective Date: 7/1/2018

Approved by: County Manager

Ending Date: 6/30/2019

Total Amount: Click here to enter text.

Account # charged: Click here to enter text.

Special Terms: Click here to enter text.

Reminder Date: Click here to enter a date.

Reminder Email to: Click here to enter text.

Reminder Reason: Click here to enter text.

Vendor ID: Click here to enter text.

Vendor Contact Name: Click here to enter text.

Vendor Email: Click here to enter text.

Vendor Address: Click here to enter text.

Vendor Phone #: Click here to enter text.

Archive Date: Click here to enter a date.

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

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

3. County Attorney has reviewed Yes ☐



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

4. Technical Advisor has signed the contract. Yes ☐ No ☐

5. Vendor has signed the contract. Yes ☒ No ☐

6. Vendor has provided E-Verify Affidavit. Yes ☐ No ☐

7. A budget amendment is necessary before approval. Yes ☐ No ☒  
If budget amendment is necessary, please attach to this form.

8. Approval

☒ Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

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

9. Submit to Clerk.

#### Clerk's Office Only

☐ Finance Officer has signed the contract

☐ The Finance Officer is not required to sign the contract

## Contract between Chatham County and Chatham Trades

Chatham County ("County") and Chatham Trades ("Agency") hereby agree:

- A. Funds allocated by Chatham County are made available to the Agency to assist in delivering services to the public as provided for in N.C.G.S. §153A-449. Using these funds, the Agency will not undertake any program, function, joint undertaking, or service unless the County itself is authorized by law to engage in such program, function, joint undertaking, or service. Funds shall be spent only for the purposes outlined in the Agency's application for non-profit funding, hereby incorporated by reference; the Funding Notification Letter, hereby incorporated by reference; or as amended by written or e-mail communication between the Agency and the County. Funds must be used for lawful, public purposes and cannot be used for political activity, to advocate for or against a political candidate or party, or for or against a religious belief, denomination, or congregation. Funds must not be used to pay a board member for any service to the Agency.
- B. The Agency will strive to meet the measurable outcomes outlined in the Agency's budget and work plan, or as amended by written or e-mail communication between the Agency and the County. The Agency agrees to provide semi-annual written or e-mail reports on the status of achieving these outcomes to the County Manager's office by January 15, 2019 and July 15, 2019. The County or its agent has the right to request additional information at any time. Failure to meet these deadlines can result in suspension of funding and ineligibility for future funding.
- C. If the annual income of the Agency is greater than \$300,000, the Agency may be asked to provide an audit for the period covering the County's allocation. If the annual income of the Agency is between \$50,000 and \$299,999, the Agency may be asked to provide a financial review for the period covering the County allocation. If the annual income of the Agency is \$49,999 or less, the Agency may be asked to cooperate with a financial analysis conducted by the County or its agent for the period covering the County allocation. If the Agency receives over \$5,000 of public funding, including the funds made available by the County under this Contract, the Agency agrees to comply with the annual reporting requirement of N.C. Gen. Stat. §55A-16-24 (Financial Statements for the Public).
- D. The County shall have the right to inspect all agency financial records, minutes, and other documents that are not confidential and the Agency shall present the documents within 48-hours of County's request.
- E. The Agency will immediately notify the County's agent of any legal, financial or organizational matters or program changes which may impact the Agency's ability to operate or deliver services or which may impair or adversely affect the Agency's financial standing.
- F. Any information provided to the County or its agent is subject to the North Carolina Public Records Law.
- G. Prohibition from entering into certain contracts. North Carolina local government units are prohibited from entering into certain contracts (such as this contract with the Agency) unless the Agency and the Agency's subcontractors, if any, comply with any State or Federal requirements including, but not limited to, E-Verify, Iran Divestment Act and the Requirement to Recycle Certain Electronic Equipment, among others, when applicable. The Agency agrees to comply with all applicable requirements and to require its subcontractors, if any, to comply.
- H. The Agency agrees to abide by any special conditions outlined in the Funding Notification Letter, which is hereby incorporated by reference.
- I. Failure by the Agency to comply with the terms of this Contract shall be grounds for the County to withhold funds and deem the Agency ineligible for future funding.
- J. The County agrees to allocate the funds approved by the Board of Commissioners as outlined in the Funding Notification Letter.
- K. If, at any time during the term of this Contract it becomes necessary to change the provisions and conditions hereof, such changes shall be effective when incorporated in written amendments to the Contract.

**Agency Name:**

Sharon B. Doe, Executive Director  
Name & Title

**Date:**

6/20/2018  
James P. Dixon  
Name of Witness

**Chatham County:** \_\_\_\_\_

**ATTEST:**      **Date:** \_\_\_\_\_

\_\_\_\_\_  
Renee F. Paschal, County Manger

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

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, NC

## Text File

File Number: 18-2691

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**Agenda Date:** 7/16/2018

**Version:** 1

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

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

**File Type:** Contract

Vote on a request to approve the FY 2018-2019 contract with Chatham Transit and authorize the county manager to execute the contract.

The FY 2018-2019 contract is attached.

## Contract between Chatham County and Chatham Transit

Chatham County ("County") and Chatham Transit ("Agency") hereby agree:

- A. Funds allocated by Chatham County are made available to the Agency to assist in delivering services to the public as provided for in N.C.G.S. §153A-449. Using these funds, the Agency will not undertake any program, function, joint undertaking, or service unless the County itself is authorized by law to engage in such program, function, joint undertaking, or service. Funds shall be spent only for the purposes outlined in the Agency's application for non-profit funding, hereby incorporated by reference; the Funding Notification Letter, hereby incorporated by reference; or as amended by written or e-mail communication between the Agency and the County. Funds must be used for lawful, public purposes and cannot be used for political activity, to advocate for or against a political candidate or party, or for or against a religious belief, denomination, or congregation. Funds must not be used to pay a board member for any service to the Agency.
- B. The Agency will strive to meet the measurable outcomes outlined in the Agency's budget and work plan, or as amended by written or e-mail communication between the Agency and the County. The Agency agrees to provide semi-annual written or e-mail reports on the status of achieving these outcomes to the County Manager's office by January 15, 2019 and July 15, 2019. The County or its agent has the right to request additional information at any time. Failure to meet these deadlines can result in suspension of funding and ineligibility for future funding.
- C. If the annual income of the Agency is greater than \$300,000, the Agency may be asked to provide an audit for the period covering the County's allocation. If the annual income of the Agency is between \$50,000 and \$299,999, the Agency may be asked to provide a financial review for the period covering the County allocation. If the annual income of the Agency is \$49,999 or less, the Agency may be asked to cooperate with a financial analysis conducted by the County or its agent for the period covering the County allocation. If the Agency receives over \$5,000 of public funding, including the funds made available by the County under this Contract, the Agency agrees to comply with the annual reporting requirement of N.C. Gen. Stat. §55A-16-24 (Financial Statements for the Public).
- D. The County shall have the right to inspect all agency financial records, minutes, and other documents that are not confidential and the Agency shall present the documents within 48-hours of County's request.
- E. The Agency will immediately notify the County's agent of any legal, financial or organizational matters or program changes which may impact the Agency's ability to operate or deliver services or which may impair or adversely affect the Agency's financial standing.
- F. Any information provided to the County or its agent is subject to the North Carolina Public Records Law.
- G. Prohibition from entering into certain contracts. North Carolina local government units are prohibited from entering into certain contracts (such as this contract with the Agency) unless the Agency and the Agency's subcontractors, if any, comply with any State or Federal requirements including, but not limited to, E-Verify, Iran Divestment Act and the Requirement to Recycle Certain Electronic Equipment, among others, when applicable. The Agency agrees to comply with all applicable requirements and to require its subcontractors, if any, to comply.
- H. The Agency agrees to abide by any special conditions outlined in the Funding Notification Letter, which is hereby incorporated by reference.
- I. Failure by the Agency to comply with the terms of this Contract shall be grounds for the County to withhold funds and deem the Agency ineligible for future funding.
- J. The County agrees to allocate the funds approved by the Board of Commissioners as outlined in the Funding Notification Letter.
- K. If, at any time during the term of this Contract it becomes necessary to change the provisions and conditions hereof, such changes shall be effective when incorporated in written amendments to the Contract.

**Agency Name:**

**Date:**

Anna Testerman, Executive Director  
Name & Title

Jennifer Cox  
Name of Witness

Anna Testerman

Jennifer H. Cox

**Chatham County:** \_\_\_\_\_

**ATTEST:**      **Date:** \_\_\_\_\_

\_\_\_\_\_  
Renee F. Paschal, County Manger

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

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, NC

## Text File

File Number: 18-2694

**Agenda Date:** 7/16/2018

**Version:** 1

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

**In Control:** Finance

**File Type:** Contract

Vote on a request to extend the time of performance for mowing services as stated in the Second Amendment to Agreement with Green Revival Landscaping; locations Water Utility, Parks and Recreation, and Solid Waste & Recycling; for FY 2019 with an estimated annual total of \$108,620.00; and authorize County Manager Renee Paschal to execute the agreement.

Vote on a request to extend the time of performance for mowing services as stated in the Second Amendment to Agreement with Green Revival Landscaping; locations Water Utility, Parks and Recreation, and Solid Waste & Recycling; for FY 2019 with an estimated annual total of \$108,620.00; and authorize County Manager Renee Paschal to execute the agreement.

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### Introduction & Background:

Chatham County contracts mowing services annually for all departments. The bid for the previous stated departments was awarded in April 2016 to Green Revival Landscaping, for a period of 15 months, with the first term ending 06/30/2017. The First Amendment was executed on 07/17/17. The original contract included an option for two extended terms of one year each.

### Discussion & Analysis:

The departments are satisfied with the contract held by Green Revival Landscaping and wish to extend the second amendment and extend the service period through fiscal year 2019. The estimated total is \$108,620, and the three departments have budgeted for their need.

Budgetary Impact: None

### Recommendation:

Motion to extend the time of performance for mowing services as stated in the Second Amendment to Agreement with Green Revival Landscaping; locations Water Utility, Parks and Recreation, and Solid Waste & Recycling; for FY 2019 with an estimated annual total

of \$108,620.00; and authorize County Manager Renee Paschal to execute the agreement.

NORTH CAROLINA

CHATHAM COUNTY

**FIRST AMENDMENT TO AGREEMENT**

**DATED APRIL 1, 2016 (the "Agreement")**

This First Amendment to the Agreement (this "Amendment") is made and entered into this \_\_\_\_ day of June 2017, \_\_\_\_\_, by and between **COUNTY OF CHATHAM, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the "County") and **GREEN REVIVAL LANDSCAPING** (the "Contractor"). The County and the Contractor are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties".

**RECITALS**

- A. The County and the Contractor entered into the Agreement dated and made effective the **1st day of April, 2016**.
- B. The County has requested that the Agreement be amended to extend the time of performance.
- C. The Contractor has agreed to amend the Agreement as requested by the County.

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

1. **TIME OF PERFORMANCE.** This Amendment shall extend the Time of Performance from **July 1, 2017 to June 30, 2018**.

2. **COMPENSATION and EXPENSES.** As compensation for the Services to be provided under this Agreement, the County shall pay the Contractor the total sum of **\$108,620.00, which includes Reimbursables, payable** as set forth in Appendix 1 to the Agreement.

Unless otherwise stated on Appendix 1 the foregoing amount is all inclusive and includes all expenses of every kind and nature.

**AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT.** Except for the amendments set forth above, the Agreement shall remain in full force and effect.

CHATHAM COUNTY, NORTH CAROLINA, a body politic and corporate of the State of North Carolina.

BY: \_\_\_\_\_  
Renee F. Paschal, County Manager

ATTEST:

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

GREEN REVIVAL LANDSCAPING

BY: \_\_\_\_\_  
Phil Marsh, Owner

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

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

NORTH CAROLINA

CHATHAM COUNTY

### AMENDMENT TO AGREEMENT

This Second Amendment to the Agreement (this "Amendment") is made and entered into this 16<sup>th</sup> day of July, 2018, by and between **COUNTY OF CHATHAM, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the "County") and **GREEN REVIVAL LANDSCAPING** (the "Contractor"). The County and the Contractor are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties".

### RECITALS

- A. The County and the Contractor entered into the original Agreement dated and made effective the 1<sup>ST</sup> day of April 2016 (the "Agreement").
- B. The County and the Contractor approved the first amendment to the Agreement regarding service term, the 17th day of July, 2017.

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

- 1. **SCOPE OF SERVICE.** The Contractor shall provide to the County the services set forth in the "Scope of Services" attached hereto as "Attachment A", which is incorporated herein and made an integral part of the Agreement.
- 2. **TIME OF PERFORMANCE.** The Contractor shall commence providing such services on or about the 1<sup>st</sup> day of July, 2018, and shall complete the provision of such services to the reasonable satisfaction of the County on or before the 30<sup>th</sup> day of June, 2019.
- 3. **COMPENSATION and EXPENSES.** As compensation for the services to be provided under this Second Amendment, the County shall pay the Contractor an additional sum of \$108,620.00, which includes Reimbursables, payable within thirty (30) days of completion of each Task set forth on Attachment A.
- 4. **STATE and FEDERAL REQUIREMENTS; County Terms and Conditions:** By signing this Agreement Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at this link: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request.

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

**AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT.** Except as set forth in the first amendment and this second Amendment, the original Agreement dated April 1, 2016 shall remain in full force and effect.



CHATHAM COUNTY, NORTH CAROLINA, a body politic and corporate of the State of North Carolina.

CHATHAM COUNTY

BY: \_\_\_\_\_  
Renee F. Paschal, County Manager

ATTEST:

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

CONTRACTOR

BY: \_\_\_\_\_  
Name, Title

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



# Chatham County, NC

## Text File

File Number: 18-2695

**Agenda Date:** 7/16/2018

**Version:** 1

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

**In Control:** Emergency Operations

**File Type:** Contract

Vote on a request to approve the license agreement with the Town of Cary for use of Cary Fire Station #8 and authorize the County Manager to execute the agreement.

**Action Requested:**

Vote on a request to approve the license agreement with the Town of Cary for use of Cary Fire Station #8.

**Introduction & Background:** When Parkwood Fire Department was incorporated into the Durham County Fire Department it ceased providing emergency medical services to residents in this area. At the County's request, FirstHealth of the Carolinas added an additional paramedic Quick Response Vehicle in September 2016 to provide service to the Parkwood area.

**Discussion & Analysis:** : The Town of Cary has the operating capacity for a QRV (Quick Response Vehicle) and its staff at its Fire Station #8 located at 408 Mills Park Drive in Cary. The license agreement will run from July 1, 2018 through June 30, 2021 and will automatically renew annually unless either party gives ninety days written notice of termination. The cost associated with the license agreement is based upon the operating expenses of the station in proportion to the number of staff that occupy it, and is reevaluated every three years.

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

**Budgetary Impact:** \$2791.62 per fiscal year

**Recommendation:** Vote on a request to approve the license with the Town of Cary for use of Cary Fire Station #8

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ('Agreement'), made and entered into this \_\_\_\_ day of July 2018, by and between the Town of Cary, a municipal corporation of the State of North Carolina ("Town"), and the Chatham County, a political subdivision of the State of North Carolina. ("Licensee").

### WITNESSETH:

WHEREAS, Town operates a fire station known as Cary Fire Station #8 located at 408 Mills Park Drive ("Premises"); and

WHEREAS, Town has operating capacity in Premises for an additional crew and is willing to provide operating space in Premises for a Licensee crew to better serve parts of the Town of Cary corporate limits and Wake County; and

WHEREAS, Licensee desires to share such space in Premises on the terms set forth herein.

NOW THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the Parties do hereby covenant and agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to set out the terms under which Town will grant Licensee a license to assign an Ambulance and the paramedics required to operate it ("Crew") to the Premises to provide emergency medical service to parts of northeastern Chatham County, the Town of Cary, and parts of Wake County.
2. **TERM.** The term of this Agreement shall be from July 1, 2018 through June 30, 2021. Either party may terminate this Agreement by giving written notice to the other at least ninety (90) days in advance of the termination date. If such termination notice is not given, this Agreement shall automatically renew for consecutive one-year periods on the same terms and conditions as this original Agreement. In the event Licensee fails to comply with the terms of this Agreement or Cary Fire Department policies, guidelines, or directives (which shall have been provided to Licensee by Town) regarding use of Premises, Town may terminate this Agreement upon thirty (30) days written notice to Licensee. If this Agreement is terminated prior to the end of the Town's fiscal year, Cary will refund a pro rata share of the operating costs paid by Licensee.
3. **LICENSE GRANTED.** Subject to the terms and conditions herein, Town hereby grants Licensee a non-exclusive license to use Premises for the purposes of housing a Crew and Ambulance to provide emergency medical service to parts of northeastern Chatham County, the Town of Cary, and parts of Wake County. Included in this license is the right to install, use, and maintain internet and telephone lines and any required computer equipment on Premises for the furtherance of the above Purpose.
4. **RESPONSIBILITIES OF LICENSEE:**
  - a. Licensee shall assign one Crew to Premises for the purpose of providing emergency medical service to parts of northeastern Chatham County, the Town of Cary, and parts of Wake County;
  - b. Licensee shall provide and maintain an ambulance in Premises and provide the Crew required to operate it. At a minimum, the ambulance shall be crewed by at least one Crew member for twenty-four (24) hours;

- c. Licensee, at its sole expense, shall install and maintain a workstation in the watch room of Premises. Licensee shall have the right to, at its sole expense, install a network lines to serve the workstation;
- d. Licensee, at its sole expense, shall have the right to install and maintain a telephone line on Premises. The line shall run to a telephone located in the watch room of Premises.
- e. Licensee and Crew shall comply with Cary Fire Department policies, guidelines, and directives related to use of Premises. Licensee's assigned supervisor shall report to the Premises Captain in regard to operational issues that may arise as a result of this license.
- f. Licensee shall utilize the Plymovent Exhaust Removal System in Premises while entering and exiting the station with its ambulances.
- g. Licensee shall share the operating expenses of Premises in approximate proportion to Licensee's share of staffing at Premises. Licensee's proportional share of staffing is determined by dividing the number of Licensee staff by the total number of persons at Premises. It is expected that the Licensee's share will be approximately seven percent (7%) for Premises. Based on these percentages, and on past operating costs, Town has estimated and will charge Licensee \$2791.62 per fiscal year for its share of operating costs at Premises beginning with fiscal year 2018. These amounts will be re-evaluated every 3 years, beginning with the payment for Fiscal Year 2021. Town shall notify Licensee of any increase in amount on or before March 1, 2020 and on March 1 every three years thereafter. For Fiscal Year 2018, Town shall invoice Licensee for its expense share beginning with the July utility bill and said invoice shall be paid by Licensee according to invoice due date.

**INSURANCE.** Licensee and Licensee's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense during the term of this Contract insurance for the following: protection from claims under Worker's or Workmen's Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of Licensee's employees or subcontractors; Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations and personal injury; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage.

Unless otherwise specified on Attachment 1, minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Commercial Automobile Liability	\$1,000,000 CSL
Commercial Excess Liability / Umbrella Policy	\$1,000,000 per occurrence
Workers Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident

The Licensee may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to the Town.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

*Insurers*

The minimum insurance ratings for any company insuring the Licensee shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, the Town may, at its option, require the Licensee to purchase insurance from a company whose rating meets the minimum standard. Licensee's

insurance carrier(s) shall be authorized to do business in the state of North Carolina. If Licensee is unable to find an authorized carrier for any line of insurance coverage, Licensee shall notify Town in writing.

*Additional Insured Status*

All insurance policies (except Workers Compensation and Professional Liability) shall name the Town, its elected officials, officers, employees and volunteers as an additional insured.

*Notice of Cancellation*

Each policy shall provide that the Town shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, Licensee shall procure substitute insurance so as to assure Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

*Primary*

Licensee's insurance coverage shall be primary for any claims related to this agreement.

*Waiver of Subrogation*

The insurer shall have no right of recovery or subrogation against Town, its agents or agencies, it being the intention of the parties that the insurance policies shall protect Town and be primary coverage for any and all losses covered by the policies.

*Verification of Coverage*

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Contract. The Town's review or acceptance of certificates of insurance shall neither relieve Licensee of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Contract.

Certificate Holder address should read:

Town of Cary  
PO Box 8005  
Cary, NC 27512-8005

5. NON-ASSIGNMENT. This Agreement may not be assigned.
6. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid to the respective addresses provided below:

TOWN: Cary Fire Department  
R. Allan Cain  
316 N. Academy St.  
PO Box 8005  
Cary, NC 27512-8005

LICENSEE: Chatham County  
Renee Paschal, County Manager  
PO Box 1809

Notice shall be effective upon the earlier of: (a) actual receipt; or (b) 3 days after deposit in the U.S. mail or other service. Each party is responsible for notifying the other of any change of address.

7. **NON-EXCLUSIVE REMEDIES/NO WAIVER.** The selection of one or more remedies for breach shall not limit a party's right to invoke any other remedy available under this Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient. No failure of a party to exercise any power given such party hereunder or to insist upon strict compliance by the other party of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of a party's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.
8. **SEVERABILITY.** 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(s).
9. **SURVIVAL.** All representations, indemnifications and other terms and conditions of this Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.
10. **PUBLIC RECORDS.** Each party acknowledges that that records in its custody are public records and subject to public records requests. A party may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by the other party, a party will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1).
11. **NONDISCRIMINATION.** Neither party shall engage in any unlawful discriminatory activity under this Agreement, and each party agrees to comply with the Americans with Disabilities Act of 1990 ("ADA").
12. **GIFTS AND FAVORS.** Each party acknowledges it is aware of and will comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.
13. **VERIFICATION OF WORK AUTHORIZATION.** Each party, its agents, and contractors shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.
14. **NO PARTNERSHIP/JOINT VENTURE; NO THIRD-PARTY BENEFICIARIES.** Nothing herein shall constitute a partnership between or joint venture by the parties or constitute any party the agent of the other. No party shall hold itself out contrary to the terms of this subsection and no party shall become liable by any representation, act, or omission of the other contrary to the provisions hereof. There are no third-party beneficiaries to this Agreement.

15. **GOVERNING LAW.** The parties acknowledge Agreement is a “business contract” subject to the provisions of N.C.G.S. Chapter 1G and agree that Agreement and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina pursuant to N.C.G.S. § 1G-3. The Parties further agree that any dispute arising from Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to Agreement shall be brought exclusively in Wake County, North Carolina. Service of process may be effected by delivery by any method permitted under the N.C. Rules of Civil Procedure on the office or individual specified in ‘Notice’ or on any officer of Licensee.
16. **PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Contract shall be deemed or construed so as to restrict or inhibit either party’s police powers or regulatory authority.
17. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, “clickthrough agreement”). This Agreement may be amended only by written amendment signed by both parties. Neither Party may amend, or seek to amend, this Agreement by clickthrough agreement.
18. **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.** In this Agreement, unless the context requires otherwise: (1) "Town" shall include the undersigned, its representatives, assigns and successors in title to the Premises; "Licensee" shall include the undersigned and its representatives, assigns and successors, and if this Agreement shall be validly assigned or sublet, shall include also Licensee's assignees or sublessees as to the Premises covered by such assignment or sublease. (2) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. (3) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Agreements and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (4) References to a "Section" or “section” or paragraph shall mean a section or paragraph of this Agreement. (5) "Agreement" and "agreement," whether or not capitalized, refer to this instrument. (6) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Agreement. (7) "Duties" includes obligations. (8) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (9) The word "shall" is mandatory. (10) The word "day" means calendar day. (11) Normal business hours means Monday through Friday from 8:00a.m. until 5:00p.m. Eastern Standard Time.
19. **ELECTRONIC VERSION OF CONTRACT.** Either party may convert a signed original of this Agreement to an electronic record pursuant to a North Carolina Department of Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of this Agreement shall be deemed for all purposes to be an original signed Agreement.
20. **SIGNATURE AUTHORITY.** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.
21. **RECITALS.** The Recitals are incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**LICENSEE**

Chatham County

By: \_\_\_\_\_  
(signature)

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

Name: \_\_\_\_\_  
Renee Paschal

Title: County Manager

**TOWN**

By: \_\_\_\_\_  
(signature)

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

Name: \_\_\_\_\_  
(typed or printed name)

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





# Chatham County, NC

## Text File

**File Number: 18-2701**

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**Agenda Date:** 7/16/2018

**Version:** 2

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

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

**File Type:** Contract

Vote on a request to sign FY 2020 Forestry funding contract with the NC State  
Department of Agriculture and Consumer Services

Contract is attached

FC-42  
(2-90)

STATE OF NORTH CAROLINA  
Department of  
Agriculture and Consumer Services

<u>\$287,867</u>	
Total Cooperative	
Appropriation	
<u>\$172,720</u>	60%
State	
<u>\$115,147</u>	40%
County	

AGREEMENT FOR THE PROTECTION, DEVELOPMENT, AND IMPROVEMENT  
OF FOREST LANDS IN CHATHAM COUNTY, NORTH CAROLINA

THIS AGREEMENT, made under the authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," (Section 106-906 of the General Statutes of North Carolina), and also under authority of another Section of the General Statutes, namely Section 106-898, by the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of commissioners of CHATHAM County in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in CHATHAM County, has accepted the offer of the Department for cooperation in accomplishing this object:

Now, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select, employ and appoint, after consultation with the board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.

2. To furnish to each Forester or Forest Ranger so employed a badge of office, stationery, and report forms instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary schedules.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **One hundred seventy two thousand seven hundred twenty** dollars (**\$172,720**) as its share of an annual budget of **\$287,867** for carrying on the work in said County.

#### Part II. THE BOARD AGREES:

1. To pay the Department **40%** of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To appropriate annually the sum of **One-hundred fifteen thousand one hundred forty seven** dollars (**\$115,147**), which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

#### Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective **July 1, 2018**.

2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by The Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at all times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of CHATHAM County.

Date \_\_\_\_\_ Chairman

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date \_\_\_\_\_ County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services.

Date \_\_\_\_\_ Signature

N. David Smith, Chief Deputy Commissioner



# Chatham County, NC

## Text File

File Number: 18-2711

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**Agenda Date:** 7/16/2018

**Version:** 1

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

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

**File Type:** Contract

Vote on a request to approve FY 2019 contract with Council on Aging

Contract is attached

## STATE OF NORTH CAROLINA

### COUNTY OF CHATHAM

**THIS AGREEMENT**, made and entered into by and between **CHATHAM COUNTY**, a public body politic and corporate of the State of North Carolina, hereinafter referred to as "**Chatham County**" or the "**County**" and the **Chatham County Council of Aging**, a North Carolina non-profit, hereinafter referred to as "**the Provider**";

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto agree as follows:

#### **SECTION 1. TERM OF AGREEMENT**

Subject to the terms and conditions hereinafter set forth, the term of this Agreement shall be **July 1, 2018 - June 30, 2019**.

#### **SECTION 2. MAXIMUM AMOUNT PAYABLE \$774,511**

Subject to the terms and conditions hereinafter set forth, Chatham County agrees to pay the Provider for approved services provided, up to and not to exceed the maximum amount of **Seven Hundred and Seventy-four Thousand, Five Hundred and Eleven Dollars** during the term of this Agreement, with no minimum payment guarantee.

#### **SECTION 3. METHOD OF PAYMENT**

Payment for services will be made in **equal monthly installments** not to exceed a maximum amount of **\$662,323, or \$55,194** per month. The remaining **\$112,188 will be reimbursed upon request**, per the terms of the County's annual funding letter.

#### **SECTION 4. SERVICES TO BE PROVIDED**

##### **4.1.**

The Provider agrees to meet the needs of the elderly in Chatham County by promoting independent living, supporting family care giving, enhancing physical and mental wellness, and coordinating community, financial and volunteer resources so that the cost of remaining at home will generally be lower than the costs associated with institutional care for adults aged 60 and older.

The Provider agrees to serve as the local Designated Lead Agency for the State's Home and Community Care Block Grant (HCCBG) and adhere to the requirements associated with this responsibility. The Provider agrees to administer services under the HCCBG, pursuant to the HCCBG funding plan recommended by a citizen advisory committee and approved by the County Commissioners. The HCCBG allows for the provision of a broad range of services designed to improve the quality of life for older adults. These services are intended to provide

home and community-based services in support of older adults and their unpaid primary caregivers. HCCBG funds shall be spent according to the County's approved funding plan.

Chatham County does not operate as a pass through agent for HCCBG funds. The Provider receives its designated allocation and reimbursement for HCCBG directly from the Triangle J Council of Governments and receives the requisite match for HCCBG from Chatham County.

The Provider also accepts and administers other public and private funds in a way that assures proper stewardship of these resources.

Services of the Provider will include:

- Home-based services, including in-home aide personal care, Meals-on- Wheels ( home-delivered meals), frozen and shelf-stable meals, minor home repair and the loaning of mobility and assistive equipment, which enable older adults to continue living in their own homes and avoid premature and costly care in a facility.
- Health, wellness, nutrition, recreational, educational and social programs and activities at both senior centers, which are State-certified Centers of Excellence. The Provider agrees to do what is necessary to maintain this State certification.
- Information and referral assistance, as well as options counseling to support older adults and caregivers in maintaining a high quality of life in the community and understanding what resources are available to help with this.
- Support of family caregivers of older adults and younger adults with dementia who are striving to continue living at home through respite, support groups, training and other means.

The Provider is expected to collaborate with other health and human services agencies, educational institutions, volunteers and professionals to extend health care access to underserved older adults throughout the County, including the provision of general and medical transportation.

The Provider is expected to stay informed of relevant demographics and other statistics, raise awareness about the aging of Chatham's growing population and encourage efforts to assure that Chatham remains an age-friendly community where there are opportunities for social and civic engagement, continuous learning, fitness, and an appreciation for the life accomplishments of older adults and their continuing contributions to the community.

The Provider will advocate for older adults and their caregivers on a wide range of matters.

- 4.2. The Provider must maintain satisfactory Home and Community Care Block Grant reviews conducted by the Triangle J Area Agency on Aging.

## **SECTION 5. STANDARD OF PERFORMANCE**

- 5.1 The Provider warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. The Provider agrees to carry out its work in a diligent, efficient, competent, and skillful manner, and to devote such time as is necessary to perform services under this Agreement.
- 5.2 The Provider agrees to comply with all federal, state, and local statutes, regulations, and ordinances and rules applying to Provider's performance hereunder.
- 5.3 The Provider agrees that the personnel performing services under this Agreement shall possess licensure or qualification required to perform the services hereunder, when and where applicable. In the event of a suspension, disciplinary action, or other adverse change in the licensure or qualification of any personnel performing services under this Agreement, the Provider shall no longer assign responsibilities under this Agreement to such personnel.

## **SECTION 6. REPORTING OF PERFORMANCE AND ANNUAL BUDGET REQUEST**

The Senior Services Director of the Provider shall report performance on County goals and objectives in a frequency and manner acceptable to the County. Performance reporting will occur during bi-monthly meetings with the County Manager, annually in the work plan published in the budget document, and also reported annually as requested in the State of the County report. In addition to reporting performance related to work plan goals, any progress or accomplishments made towards Commissioners' goals set at the annual retreat shall also be reported in the work plan.

The Provider will adhere to the current County policies and procedures in regards to the annual budget process. This includes adhering to the budget calendar and submitting a copy of the Provider's budget to the County.

## **SECTION 7. RELATIONSHIP OF PARTIES**

The County and the Provider agree that the Provider is an independent contractor and shall not represent itself or be deemed as an officer, agent or employee of the County for any purpose. The Provider represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement except for the positions of Executive Director (Senior Services Director) and Deputy Director/Finance Officer (Accounting Specialist). Such personnel, other than those specified in the preceding sentence, shall not be employees of or have any contractual relationship with the County. The Provider agrees that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. The Provider further agrees that it shall obey all State and Federal statutes, rules and regulations which are applicable to provisions of the services called for herein.



The aforementioned positions of Senior Services Director and Accounting Specialist are County employees "loaned" to the Provider. The Senior Services Director is directly supervised by the County Manager. The Accounting Specialist is supervised by the Senior Services Director. These loaned employees shall perform such duties, tasks, and undertakings as shall be assigned to them by the Provider's Board of Directors as well as by the County per the terms of the "Loaned Employee Agreement".

The County shall retain the right to hire, discipline and discharge these "loaned employees" subject to the County's Personnel Policy. The County may invite the President of the Provider's Board of Directors to provide input regarding the performance of the Senior Services Director. The Provider's Board of Directors may request that the County take disciplinary action with respect to either one or both of the "loaned employees" regarding duties, tasks or undertakings performed or failed to be performed. The County shall investigate any such request received from the Provider's Board of Directors but shall have no obligation to take any disciplinary action unless the County, as employer, deems such action is warranted.

The County agrees to make these two "loaned employees" available to the Provider at no cost or charge. The compensation to be paid to these employees and the benefits to be provided shall be established by the County.

#### **SECTION 8. CANCELLATION**

This Agreement may be cancelled by either party for any reason upon thirty (30) days written notice to the other party.

#### **SECTION 9. INSURANCE REQUIREMENTS**

At its expense, the Provider shall provide insurance coverage through **The Cincinnati Insurance Companies** with limits at all times as follows:

Worker's Compensation: \$1,000,000/1,000,000/1,000,000

General Liability: \$1,000,000/2,000,000

Automobile Liability: \$1,000,000 Combined Single Limit

Directors and Officers Liability: \$1,000,000/\$2,000,000

Employment Practices Liability: \$1,000,000/2,000,000

Physical Abuse, Sexual Misconduct/Sexual Abuse & Molestation \$1,000,000/2,000,000

Social Services Professional Liability \$1,000,000/2,000,000

Commercial Umbrella \$2,000,000

## **SECTION 10. NO ASSIGNMENT OR SUBCONTRACTING**

Provider shall not assign or subcontract any portion of this Agreement, including any duties or obligations hereunder, including the right to receive payment from the County, to any party without the prior written approval of the County.

## **SECTION 11. NON-APPROPRIATION**

The Provider recognizes that Chatham County is a governmental entity, and that the County's funding obligations under this Agreement are contingent upon the availability of funds.

In the event that funds are not available, or not appropriated, to pay for the Services specified in this Agreement, then this Agreement shall automatically terminate upon notice to the Provider without penalty to the County and without the thirty (30) day notice requirement set forth in Section 7.

In the event of a change in Chatham County's statutory authority, mandate, or mandated functions, which adversely affects Chatham County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate upon notice to the Provider without penalty to Chatham County and without the thirty (30) day notice requirement set forth in Section 7.

## **SECTION 12. NO THIRD PARTY BENEFICIARIES**

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and this Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto.

## **SECTION 13. NO WAIVER OF SOVEREIGN IMMUNITY**

Chatham County and the Provider agree that nothing in this Agreement shall be construed to mandate the purchase of insurance by the County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Chatham County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

## **SECTION 14. GOVERNING LAW**

The parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina.

## **SECTION 15. ENTIRE AGREEMENT**

The terms and provisions herein contained constitute the entire Agreement between the County and the Provider and shall supersede all previous communications, representations or agreements, either oral or written between the parties hereto with respect to the subject matter of this Agreement.

## **SECTION 16. NOTICES**

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects and effective upon receipt if given in writing and delivered in person, transmitted by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Chatham County: Chatham County, Attn: County Manager, Post Office 1809, Pittsboro, North Carolina 27312

If to Provider: Chatham County Council on Aging, Attn: Executive Director, PO Box 715, Pittsboro, North Carolina 27312.

## **SECTION 17. SEVERABILITY**

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

## **SECTION 18. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

## **SECTION 19. EFFECTIVE DATE OF AGREEMENT**

The effective date of this Agreement shall be the date upon which it is finally executed by the County.

**SECTION 20. State and Federal Requirements; County Terms and Conditions:** By signing this Agreement Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at this link: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request.

## **SECTION 22. MONITORING**

The County may from time to time conduct fiscal, administrative, and/or programmatic monitoring to assure Provider's compliance with applicable State and Federal regulations, applicable County policy and procedure, funding recipient requirements (if applicable) , or the terms of the Agreement. The frequency and the intensity of the monitoring will be at the discretion of Chatham County, and nothing herein shall be construed to relieve the Provider of the requirements of this Agreement in the absence of monitoring. The Provider shall cooperate with Chatham County monitoring as follows:

1. The Provider shall maintain and permit the County or its authorized representative to audit, examine, and make copies of or extracts from all records, in whatever form they exist, related to activities under this Agreement, including, original receipts, cancelled checks, a detailed general ledger, and an inventory of supplies/equipment purchased with funds under this Agreement, program expenditures, eligibility requirements, program data, revenue, billing records, receipts, records to substantiate programmatic outcomes and compliance with all applicable contract terms and laws and regulations, licensure, and insurance, and any other documents needed to substantiate invoices.
2. The Provider shall make available to the County its annual audit report no later than December 1st of the current fiscal year.
3. The Provider shall permit an unannounced on-site visits, or a pre-arranged requests for access to records.
4. When requested by the County, the Provider will make records available for duplication or supply copies.
5. The Provider shall maintain all records related to activities under this Agreement for at least five (5) years after the conclusion of the Agreement.

(The remainder of this page left blank intentionally)

The County will attempt in good faith to resolve any dispute with the Provider related to the subject matter of this Agreement. To ensure accountability and future program success, the County may, but is not required, to present a list of suggested corrective actions to the Provider. If presented, the Provider will ensure that each issue is addressed within thirty(30) days from the time notice of the issue is received unless a different timeframe is agreed upon. Nothing in this clause shall be construed as prohibiting either party from immediately applying to a court of competent jurisdiction located in Chatham County for legal or equitable relief or terminating this Agreement pursuant to Section 7.

**CHATHAM COUNTY COUNCIL ON AGING, INC.**

Dennis W. Streets 06/28/2018 Pamela J. Watrous 07/03/18  
Dennis W. Streets, Executive Director Date Pamela J. Watrous, Board President Date

**CHATHAM COUNTY**

\_\_\_\_\_  
Renee Paschal, County Manager Date

\_\_\_\_\_  
Diana Hales, Chair Date  
Chatham County Board of Commissioners

\_\_\_\_\_  
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, NC

## Text File

File Number: 18-2693

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**Agenda Date:** 7/16/2018

**Version:** 1

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

**In Control:** Social Services

**File Type:** Appointment

Vote on a request to approve the appointment of Valerie Broadway to the Chatham County Board of Social Services.

Action Requested: Vote on a request to approve the appointment of Valerie Broadway to the Chatham County Board of Social Services.

Introduction & Background: County Commissioner appointee, Loyda Estrada, resigned effective May 30, 2018.

Discussion & Analysis: Valerie Broadway is a resident of Siler City. She is currently self-employed as a canine coach. Valerie is a former foster parent and current adoptive parent. The DSS Board unanimously supports the nomination of Ms. Broadway.

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

Budgetary Impact: N/A

Recommendation: Motion to approve the appointment of Valerie Broadway to the Chatham County Board of Social Services.



## Chatham County Volunteer Application for Boards & Committees

If you have any questions, contact Lindsay Ray at 919-545-8302 or email:  
[lindsay.ray@chathamnc.org](mailto:lindsay.ray@chathamnc.org)

### PERSONAL INFORMATION

Name: Valerie Broadway

DATE:

March 26, 2018

MAILING ADDRESS (P. O. Box or Street) 50 Horace Goldston Road

Town and Zip Code: Siler City 27344

HOME ADDRESS (if different than above) \_\_\_\_\_

Town and Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell phone: 919-542-4726

Email Address caninecoachnc@yahoo.com

Which Board of Commissioners district do you reside in? You can use the map below or to look up your voter record, visit |

STATE BOARD OF ELECTIONS

WEBSITE

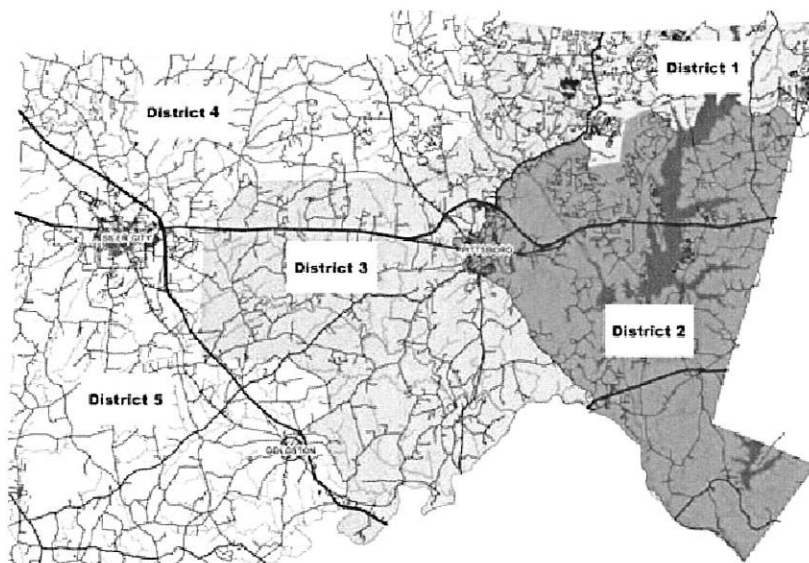
District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☒



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

If yes, which one(s):

Dangerous Dog Advisory Board



Select up to THREE boards or committees on which you would be willing to serve:

- |  |  |
|--|--|
| <input type="checkbox"/> Agriculture Advisory Board            | <input type="checkbox"/> Library Advisory Committee              |
| <input type="checkbox"/> Affordable Housing Advisory Committee | <input type="checkbox"/> Appearance Commission                   |
| <input type="checkbox"/> Nursing & Adult Care Home Committee   | <input type="checkbox"/> Board of Equalization & Review          |
| <input type="checkbox"/> Planning Board                        | <input type="checkbox"/> Board of Health                         |
| <input type="checkbox"/> Recreation Advisory Committee         | <input checked="" type="checkbox"/> Board of Social Services     |
| <input type="checkbox"/> Transportation Advisory Committee     | <input type="checkbox"/> Climate Change Advisory Committee       |
| <input type="checkbox"/> Zoning Board of Adjustment            | <input type="checkbox"/> Environmental Review Advisory Committee |
| <input type="checkbox"/> OTHER: _____                          |  |

Why do you wish to serve the county in this capacity?

As a former foster parent and current adoptive parent, I became involved in the Chatham Co. Social Services system. I have had an interest and concern for children, especially teens, and would like to contribute to making things the best they can be for them.

My adoptive child, who is now 20 years old, was considered feral when she came to me. We have been through the journey of Reactive Attachment Disorder, ADHD, Severe Depressive Disorder, PTSD, time at the UNC Psych Ward, and years of weekly psychotherapy visits. These experiences, along with those of raising my biological child (now 26 yrs old), and the dog behavior work I do every day for a living give me a great deal of knowledge to serve on this Board.

#### EDUCATION

Please list your educational background. Include names of schools and degrees held.  
Graduated from Northwood HS in Pittsboro.

AAS degree in Veterinary Medical Technology from Central Carolina Community College in Sanford.

#### CURRENT OR MOST RECENT EMPLOYMENT

Name of Employer: Self employed (Canine Coaching Services LLC)

Address of Employer: 50 Horace Goldston Road

Position: Member/Owner

Work Phone: 919-542-4726

#### CIVIC INVOLVEMENT

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

Organized Chatham Animal Rescue and Education (served as President or Board member for 15 years).

Sunday School Superintendent and teacher at Pleasant Hill United Methodist Church.

Mentor of 14 yr old boy through Communities in Schools, Chatham County.

#### DEMOGRAPHIC INFO (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 ☒

##### ETHNIC ORIGIN/RACE:

White, non-Hispanic ☒

African-American ☐

Hispanic ☐

Asian or Pacific Islander ☐

Native American ☐

Other ☐

Year of Birth 1962





# Chatham County, NC

## Text File

File Number: 18-2699

Agenda Date: 7/16/2018

Version: 1

Status: Approval of Agenda and  
Consent Agenda

In Control: Planning

File Type: Agenda Item

Vote on a request to approve F-L Legacy Owner, LLC for subdivision Final Plat approval of **The Legacy at Jordan Lake Portion of 4A2** consisting of 14 lots on 3.883 acres, located off SR-1716, Big Woods Road, parcel 92463

### Action Requested:

Vote on a request to approve F-L Legacy Owner, LLC for subdivision Final Plat approval of **The Legacy at Jordan Lake Portion of 4A2** consisting of 14 lots on 3.883 acres, located off SR-1716, Big Woods Road, parcel 92463

### Introduction & Background:

**Zoning:** R1 with a Conditional Use Permit for a Planned Unit Development

**Watershed District:** WSIV Protected & Jordan Lake Buffer Area

**Water Source:** public, Chatham County

**Sewer Source:** private, waste water treatment plant

**Road type:** private, paved

**Within the 100 year flood plain:** No floodable area in Phase 4A2

**Reviewed:** Under pre-2008 Subdivision Regulations

The Legacy at Jordan Lake Subdivision was approved by the Board of County Commissioners on March 15, 2004 as a Planned Unit Development for a cluster development. Modifications were made to the plan in 2005 to add 50.6 acres and change the number of lots to 463. The project is approved for 463 lots on 626 acres with an amenity center. Phase One received final plat approval in December, 2005 for 105 lots. Phases Two and Three, consisting of 114 lots received preliminary / final plat approval in 2006 (54 lots in Phase Two and 60 lots in Phase Three). In 2011, the developer submitted a request to the Board of County Commissioners to relinquish the final plat approvals for Phases Two and Three (undeveloped); to recombine the 114 lots with the remaining undeveloped portion of the property into one parcel of land containing 402 acres; and to allow Phases Two and Three to revert to their approved preliminary plat status as of November 20, 2006. The BOC approved the request on November 7, 2011. The Resolution Accepting The Voluntary Relinquishment of Final Plat Approvals of The Legacy at Jordan Lake, Phases Two and Three is recorded in Book 1593, Page 272. The recorded recombination plat can be viewed at Plat Slide 2011, Pages 199 & 200 and at Plat Slide 2012, Page 10. The Resolution stated that the recreation fees and

the water availability fees previously paid by the developer would be retained by the county and credited toward any similar fees incurred by the developer in future submittals until December 31, 2015 or any later date required by an amendment to the Permit Extension Act.

To date 248 lots have received final plat approval. *As part of a 2014 CUP revision, the final plat sunset date for all phases is December 31, 2020.* The Phase 4A2 layout conforms to the revision to the CUP approved in 2014.

### **Discussion & Analysis:**

Phase 4A2 received preliminary plat approval on September 18, 2017 for 43 lots. The request before the Board is for final plat approval of a portion of The Legacy, Phase 4A2, consisting of 14 lots on 3.883 acres with a financial guarantee for completion of the remaining infrastructure. The pre-2008 Subdivision Regulations allow a final plat to be submitted with a financial guarantee when a minimum of 40% of the total cost of improvements have been completed and when the public health and/or safety will not be endangered. Mark Ashness, P. E., CE Group, Inc. has certified in a cost estimate letter dated May 11, 2018 that 64% of the required infrastructure has been completed and that the roads are graded and stoned and accessible to emergency vehicles. The cost letter states that the developer anticipates the roads to be paved prior to final plat recordation. An updated cost letter may be submitted if additional work has been completed prior to recordation of the final plat to reduce the amount of the financial guarantee. The county attorney will review and approve the form of the contract and financial guarantee. The roadways in The Legacy are private and to be constructed to meet NCDOT's Standards and Specifications, but not reviewed or approved by NCDOT. A third party testing agency has been retained to provide testing and certification. Those records will then be provided to the Homeowners Association. Per Note 12 on the plat, maintenance of the private roads is the sole responsibility of The Legacy at Jordan Lake HOA, Inc. Mark Ashness, P. E., CE Group, engineer for the developer has provided the following information regarding stormwater management for The Legacy at Jordan Lake: The Legacy was submitted in 2005 and predated the County Stormwater regulations. The applicant voluntarily provided the following at that time:

1. Additional 50' (100' each side) voluntary buffer on all blue line streams.
2. **For portions of the project within the Jordan Lake Critical Area** (this is a very small area near Big Woods Road) Treat for the 1YR 24 Hour Storm.
3. **For portions of the project within the Jordan Lake Protected Area** Capture the equivalent volume of runoff equal to the 1st 1/2" of runoff from impervious areas and detain and release slowly over a 2-5 day period.  
Capturing the 1st 1/2 inch is consistent of what other PUD projects proposed at that time. The additional 50' buffer on each side of stream and treating the 1 YR

24 Hour Storm (within the critical area) were proffers that were above and beyond what other projects were doing in 2005.

The Technical Review Committee met on May 16, 2018 to review the request for final

plat. There were no concerns from staff.

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

The property is located in an area designated as Compact Residential. The designation is based on the existing approved Planned Unit Development for a cluster development.

**Planning Board Discussion:**

The Planning Board reviewed this item during their June 5, 2018 meeting and discussion included stormwater pond drainage and if there's a road sub-out. Mark Ashness, P.E., CE Group was present on behalf of developer and answered board members questions regarding stormwater drainage and the difference between wet stormwater pond and dry stormwater ponds. He also stated no road stub-out is proposed in this portion of the project.

**Recommendation:**

The Planning Department and Planning Board, by unanimous vote, recommend granting approval of the final plat titled "The Legacy at Jordan Lake - Tract 2B, Subdivision Plat, Phase 4A2" with the following conditions:

1. The county attorney shall review and approve the contract and financial guarantee prior to final plat recordation.
2. The final plat shall not be recorded until the engineer has certified that the roadway providing access to the parcels is accessible to emergency vehicles.



# Chatham County, NC

## Text File

File Number: 18-2702

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**Agenda Date:** 7/16/2018

**Version:** 1

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

**In Control:** Tax Office Assessor

**File Type:** Agenda Item

Vote on a request to approve Tax Releases and Refunds

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

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

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

Recommendation: Vote to approve Tax Releases and Refunds.

DATE	7/02/18	BOARD REVIEW OF CORRECTED RECEIPTS REPORT										PAGE	1
TIME	8:34:50	CHATHAM CO TAX DEPARTMENT										PROG#	CL2182
USER	AMY	DEPOSIT DATES 6/01/2018 THROUGH 6/30/2018											
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		
=====													
2013	FOGLEMAN JOHNNIE JR	6/27/2018	2022126	109	391.46						DBLST ON 0011966	DBLST	
	** YEAR TOTALS **				391.46								
2014	BATRES FREDY AMILCAR TOJ	6/29/2018	2120113	202		295.10					DBLST ON ACCT 13	DBLST	
2014	FOGLEMAN JOHNNIE JR	6/27/2018	2104696	109	391.46						DBLST ON 0011966	DBLST	
	** YEAR TOTALS **				391.46	295.10							
2015	BATRES FREDY AMILCAR TOJ	6/29/2018	2182601	202		295.10					DBLST ON ACCT 13	DBLST	
2015	FOGLEMAN JOHNNIE JR	6/27/2018	2167760	109	391.46						DBLST ON 0011966	DBLST	
	** YEAR TOTALS **				391.46	295.10							
2016	BATRES FREDY AMILCAR TOJ	6/29/2018	2245495	202		298.28					DBLST ON ACCT 13	DBLST	
2016	CONSTANT TONI	6/06/2018	2237163	107		8.11					NO LONGER RENTAL	PPSLD	
2016	FERNANDEZ-GUZMAN JUAN C	6/19/2018	2251906	202		9.25					ACCT 1352884 PER	REBIL	
2016	FOGLEMAN JOHNNIE JR	6/27/2018	2231259	109	398.20						ON 0011966	DBLST	
2016	SECOLA LINDA SMITH	6/25/2018	2270736	107		234.75					PD MECKLENBURG	OCNTY	
	** YEAR TOTALS **				398.20	550.39							
2017	CONSTANT TONI	6/06/2018	2301171	107		8.04					NO LONGER RENTAL	PPSLD	
2017	FERNANDEZ-GUZMAN JUAN C	6/19/2018	2315093	202		9.08					ACCT 1352884 PER	REBIL	
2017	FOGLEMAN JOHNNIE JR	6/27/2018	2295558	109	394.97						DBLST ON 0011966	DBLST	
2017	HORIZON CELLARS LLC	6/18/2018	2329331	101		442.35					PROP SOLD 6/28/2	PPSLD	
2017	HORSEGATE INC	6/01/2018	2330017	109		48.28					SOLD AUGUST 2016	PPSLD	
2017	HORSEGATE INC	6/01/2018	2330018	109		5.90					PROP SOLD AUG 20	PPSLD	
2017	HORSEGATE INC	6/01/2018	2330019	109		1.54					PROP SOLD AUG 20	PPSLD	
2017	STERLING WILLIAM M	6/21/2018	2300353	106		4.13					DECEASED/PP SOLD	PPSLD	
2017	STERLING WILLIAM M	6/21/2018	2300354	106		4.13					DECEASED/PP SOLD	PPSLD	
2017	STERLING WILLIAM M	6/21/2018	2300355	106		7.84					DECEASED/PP SOLD	PPSLD	
	** YEAR TOTALS **				394.97	531.29							
	*** FINAL TOTALS ***				1967.55	1671.88							
*** NORMAL END OF JOB ***													



North Carolina Veh

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
BARONE, MICHAEL JOHN	BARONE, MICHAEL JOHN		754 OLDE THOMPSON CREEK	ROAD	APEX, NC 27523	Proration	0014481341	ALM5650	AUTHORIZED	89100028	Refund Generated due to proration on Bill #0014481341-2017-0000-00
BENSLEY, DIANE MARIE	BENSLEY, DIANE MARIE		125 PAINTED TURTLE LN		CARY, NC 27519	Proration	0032914609	XSD3034	AUTHORIZED	133343631	Refund Generated due to proration on Bill #0032914609-2017-0000-00
BOYD, BARBARA DEBAUSE	BOYD, BARBARA DEBAUSE	BOYD, RUBEN WADE	687 INDIAN CREEK EST		GOLDSTON, NC 27252	Proration	0014493822	VVE4404	AUTHORIZED	89209226	Refund Generated due to proration on Bill #0014493822-2017-0000-00
BROWER, AVA LEE	BROWER, AVA LEE		600 MILLBROOK DR APT 213		PITTSBORO, NC 27312	Proration	0041610563	EKZ3373	AUTHORIZED	87907984	Refund Generated due to proration on Bill #0041610563-2017-0000-00
BROWNSTEIN, MAX POLLOCK	BROWNSTEIN, MAX POLLOCK	BROWNSTEIN, SUSAN STARER	748 ELDRIDGE LOOP		CARY, NC 27519	Proration	0010044895	ZPL9579	AUTHORIZED	132582549	Refund Generated due to proration on Bill #0010044895-2017-0000-00



North Carolina Veh

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	06/25/2018	6/25/2018 10:49:41 AM
ie	Vehicle Sold	06/20/2018	6/20/2018 1:49:58 PM
ie	Vehicle Totalled	06/26/2018	6/26/2018 4:19:47 PM
ie	Vehicle Sold	06/01/2018	6/1/2018 3:05:58 PM
ie	Vehicle Sold	06/11/2018	6/11/2018 3:45:41 PM



North Carolina Veh

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$38.49)	\$0.00	(\$38.49)
07	Tax	(\$6.31)	\$0.00	(\$6.31)
			Refund	\$44.80
00	Tax	(\$35.30)	\$0.00	(\$35.30)
23	Tax	(\$19.67)	\$0.00	(\$19.67)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$54.97
00	Tax	(\$46.17)	\$0.00	(\$46.17)
04	Tax	(\$6.62)	\$0.00	(\$6.62)
			Refund	\$52.79
00	Tax	(\$20.86)	\$0.00	(\$20.86)
21	Tax	(\$14.40)	\$0.00	(\$14.40)
			Refund	\$35.26
00	Tax	(\$22.35)	\$0.00	(\$22.35)
23	Tax	(\$12.45)	\$0.00	(\$12.45)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$34.80





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
CAMPBELL, BILLY WAYNE	CAMPBELL, BILLY WAYNE		5035 OLD GRAHAM RD		PITTSBORO, NC 27312	Proration	0037529576	ZXJ3837	AUTHORIZED	89100626	Refund Generated due to proration on Bill #0037529576-2016-0000-00
CLARK, CATHY JEAN	CLARK, CATHY JEAN		131 AUTUMN DR		SILER CITY, NC 27344	Proration	0041411340	CK14050	AUTHORIZED	89099930	Refund Generated due to proration on Bill #0041411340-2017-0000-00
CLARK, DENNIS EUGENE	CLARK, DENNIS EUGENE		4532 OLDE VILLAGE CIR		EDMOND, OK 73013	Proration	0031754104	PCR9748	AUTHORIZED	88451780	Refund Generated due to proration on Bill #0031754104-2017-0000-00
COCHRAN, THOMAS RICHARD	COCHRAN, THOMAS RICHARD	COCHRAN, DEBORAH BUCKNER	1180 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0038972279	FBB6546	AUTHORIZED	88895918	Refund Generated due to proration on Bill #0038972279-2017-0000-00
COLMAN, STEVEN DAVID	COLMAN, STEVEN DAVID		325 MEADOW RUN		CHAPEL HILL, NC 27517	Proration	0030071080	WPR5256	AUTHORIZED	88174232	Refund Generated due to proration on Bill #0030071080-2017-0000-00



North Carolina Ver

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Tag Surrender	06/25/2018	6/25/2018 4:56:32 PM
ie	Vehicle Sold	06/25/2018	6/25/2018 10:05:03 AM
ie	Vehicle Sold	06/12/2018	6/18/2018 8:16:36 AM
ie	Vehicle Sold	06/20/2018	6/21/2018 8:18:14 AM
ie	Vehicle Sold	06/06/2018	6/6/2018 1:39:46 PM



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$42.37)	\$0.00	(\$42.37)
06	Tax	(\$8.19)	\$0.00	(\$8.19)
			Refund	\$50.56
00	Tax	(\$4.71)	\$0.00	(\$4.71)
01	Tax	(\$0.67)	\$0.00	(\$0.67)
			Refund	\$5.38
00	Tax	(\$120.16)	\$0.00	(\$120.16)
01	Tax	(\$17.21)	\$0.00	(\$17.21)
			Refund	\$137.37
00	Tax	(\$115.64)	\$0.00	(\$115.64)
21	Tax	(\$79.77)	\$0.00	(\$79.77)
			Refund	\$195.41
00	Tax	(\$12.79)	\$0.00	(\$12.79)
07	Tax	(\$2.09)	\$0.00	(\$2.09)
			Refund	\$14.88



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
COOPER, ANITA LENNETTE	COOPER, ANITA LENNETTE		1352 HWY 87 N		PITTSBORO, NC 27312	Proration	0001280753	NXB8207	AUTHORIZED	88895774	Refund Generated due to proration on Bill #0001280753-2017-0000-00
COX, ELIZABETH WAHL	COX, ELIZABETH WAHL		603 FLINT RIDGE RD		SILER CITY, NC 27344	Adjustment < \$100	0042187005	CK32703	AUTHORIZED	89495604	Refund Generated due to adjustment on Bill #0042187005-2017-0000-00
DAVENPORT ENERGY INC	DAVENPORT ENERGY INC		PO BOX 879		CHATHAM, VA 24531	Proration	0039465475	YA141702	AUTHORIZED	132371697	Refund Generated due to proration on Bill #0039465475-2017-0000-00
DENG, ZHIMING	DENG, ZHIMING		7844 NC HIGHWAY 751		DURHAM, NC 27713	Proration	0036839311	ELK7056	AUTHORIZED	89495726	Refund Generated due to proration on Bill #0036839311-2017-0000-00
DESHAIES, RIKKI LOVE	DESHAIES, RIKKI LOVE	DESHAIES, DAVID MAURICE	100 SILVERSTONE DR		PITTSBORO, NC 27312	Proration	0030626943	EAR6523	AUTHORIZED	89209112	Refund Generated due to proration on Bill #0030626943-2017-0000-00



North Carolina Ver

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	06/20/2018	6/20/2018 2:03:53 PM
ie	Assessed In Err	06/29/2018	6/29/2018 10:28:43 AM
ie	Tag Surrender	06/07/2018	6/7/2018 9:21:19 AM
ie	Vehicle Sold	06/29/2018	6/29/2018 12:00:03 PM
ie	Vehicle Sold	06/26/2018	6/26/2018 3:02:04 PM



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$8.53)	(\$0.43)	(\$8.96)
06	Tax	(\$1.67)	(\$0.08)	(\$1.75)
			Refund	\$10.71
00	Tax	(\$55.46)	\$0.00	(\$55.46)
09	Tax	(\$6.05)	\$0.00	(\$6.05)
			Refund	\$61.51
00	Tax	(\$7.95)	\$0.00	(\$7.95)
22	Tax	(\$6.46)	\$0.00	(\$6.46)
22	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$14.41
00	Tax	(\$77.57)	\$0.00	(\$77.57)
12	Tax	(\$11.61)	\$0.00	(\$11.61)
			Refund	\$89.18
00	Tax	(\$51.73)	\$0.00	(\$51.73)
21	Tax	(\$35.68)	\$0.00	(\$35.68)
			Refund	\$87.41



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
DORTON, LISA LYNN	DORTON, LISA LYNN		89 CAPE FEAR DR		NEW HILL, NC 27562	Proration	0019848250	CDA7186	AUTHORIZED	88742076	Refund Generated due to proration on Bill #0019848250-2017-0000-00
DUPUIE, JEFFREY LAWRENCE	DUPUIE, JEFFREY LAWRENCE		268 BROWN BEAR		CHAPEL HILL, NC 27517	Proration	0008580585	AHN7385	AUTHORIZED	89495438	Refund Generated due to proration on Bill #0008580585-2017-0000-00
ELITE BUILDING SOLUTIONS INC	ELITE BUILDING SOLUTIONS INC		15 BROWN BEAR		CHAPEL HILL, NC 27517	Proration	0014484629	ED8311	AUTHORIZED	88832526	Refund Generated due to proration on Bill #0014484629-2017-0000-00
ELLERBY, GWENDOLYN RICHARDSON	ELLERBY, GWENDOLYN RICHARDSON		PO BOX 302		PITTSBORO, NC 27312	Proration	0032095486	DKX1860	AUTHORIZED	88107056	Refund Generated due to proration on Bill #0032095486-2016-0000-00
ERDMANN, JOHN ALSTON	ERDMANN, JOHN ALSTON		267 SERENITY HILL CIR	LOT 429	CHAPEL HILL, NC 27516	Proration	0030027058	FUND0C45	AUTHORIZED	87907846	Refund Generated due to proration on Bill #0030027058-2017-0000-00



North Carolina Veh

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	06/18/2018	6/18/2018 8:22:20 AM
ie	Vehicle Sold	06/29/2018	6/29/2018 9:23:47 AM
ie	Vehicle Sold	06/19/2018	6/21/2018 8:18:14 AM
ie	Vehicle Totalled	06/05/2018	6/5/2018 4:20:15 PM
ie	Vehicle Sold	06/01/2018	6/4/2018 8:13:26 AM





North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$27.76)	\$0.00	(\$27.76)
05	Tax	(\$5.53)	\$0.00	(\$5.53)
			Refund	\$33.29
00	Tax	(\$37.46)	\$0.00	(\$37.46)
07	Tax	(\$6.14)	\$0.00	(\$6.14)
			Refund	\$43.60
00	Tax	(\$119.13)	\$0.00	(\$119.13)
07	Tax	(\$19.53)	\$0.00	(\$19.53)
			Refund	\$138.66
00	Tax	(\$52.92)	\$0.00	(\$52.92)
06	Tax	(\$10.23)	\$0.00	(\$10.23)
			Refund	\$63.15
00	Tax	(\$244.14)	\$0.00	(\$244.14)
07	Tax	(\$40.04)	\$0.00	(\$40.04)
			Refund	\$284.18



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
FAMIGHETTE, LAWRENCE ALBERT	FAMIGHETTE, LAWRENCE ALBERT		99 HOMESTEAD DR		PITTSBORO, NC 27312	Proration	0001292135	XNL6160	AUTHORIZED	89100600	Refund Generated due to proration on Bill #0001292135-2017 2017-0000-00
FAVROT, DARRELL ANDREW	FAVROT, DARRELL ANDREW		289 JOHN HORTON RD		APEX, NC 27523	Proration	0034324957	DBB6293	AUTHORIZED	88812192	Refund Generated due to proration on Bill #0034324957-2017 2017-0000-00
GAINES, ANNETTE BRANTON	GAINES, ANNETTE BRANTON		PO BOX 247		GOLDSTON, NC 27252	Proration	0031598102	DKD1478	AUTHORIZED	133440255	Refund Generated due to proration on Bill #0031598102-2016 2016-0000-00
HECK, JUNE FRANCES	HECK, JUNE FRANCES		10347 NASH		CHAPEL HILL, NC 27517	Adjustment < \$100	0025836571	L0LIE	AUTHORIZED	89208486	Refund Generated due to adjustment on Bill #0025836571-2017 2017-0000-00
HERMAN, DAVID ALLEN	HERMAN, DAVID ALLEN	HERMAN, BONNIE E	10349 NASH		CHAPEL HILL, NC 27517	Proration	0029124039	DDE9409	AUTHORIZED	88174330	Refund Generated due to proration on Bill #0029124039-2017 2017-0000-00



North Carolina Ver

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	06/25/2018	6/25/2018 4:45:05 PM
ie	Vehicle Sold	06/19/2018	6/19/2018 9:41:54 AM
ie	Vehicle Sold	06/21/2018	6/21/2018 8:20:54 AM
ie	Mileage	06/26/2018	6/26/2018 8:15:54 AM
ie	Vehicle Sold	06/06/2018	6/18/2018 8:16:36 AM



North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$4.73)	\$0.00	(\$4.73)
07	Tax	(\$0.78)	\$0.00	(\$0.78)
			Refund	\$5.51
00	Tax	(\$13.71)	\$0.00	(\$13.71)
08	Tax	(\$2.25)	\$0.00	(\$2.25)
			Refund	\$15.96
00	Tax	(\$18.37)	\$0.00	(\$18.37)
04	Tax	(\$2.61)	\$0.00	(\$2.61)
02	Tax	(\$4.35)	\$0.00	(\$4.35)
			Refund	\$25.33
00	Tax	(\$42.89)	\$0.00	(\$42.89)
07	Tax	(\$7.03)	\$0.00	(\$7.03)
			Refund	\$49.92
00	Tax	(\$115.84)	\$0.00	(\$115.84)
07	Tax	(\$19.00)	\$0.00	(\$19.00)
			Refund	\$134.84



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
HOCKENBERY, DANIELLE MARIE	HOCKENBERY, DANIELLE MARIE		125 MERRITT BROOKS RD		BEAR CREEK, NC 27207	Proration	0029949783	CLD1412	AUTHORIZED	88303558	Refund Generated due to proration on Bill #0029949783-2017-0000-00
JOURDAN, ALBERT FLETCHER	JOURDAN, ALBERT FLETCHER	JOURDAN, WILLIE STANLEY	340 ALBERT JOURDAN RD		BEAR CREEK, NC 27207	Proration	0001305742	XH3001	AUTHORIZED	88303404	Refund Generated due to proration on Bill #0001305742-2017-0000-00
KRUMWIEDE, ANDREW HENRY	KRUMWIEDE, ANDREW HENRY	ALEXION, MARY LOUISE	10410 STONE		CHAPEL HILL, NC 27517	Proration	0025156944	OMEGAII	AUTHORIZED	88586884	Refund Generated due to proration on Bill #0025156944-2017-0000-00
LANFORD, MICHAEL CLAY	LANFORD, MICHAEL CLAY	LANFORD, HEIDI BOLSTEIN	76005 MILLER		CHAPEL HILL, NC 27517	Proration	0001327876	PTW1040	AUTHORIZED	88388346	Refund Generated due to proration on Bill #0001327876-2017-0000-00
LAVANDOWSKI, DIANE MARIE	LAVANDOWSKI, DIANE MARIE		176 VICTORIA DR		PITTSBORO, NC 27312	Proration	0041638071	FDE9083	AUTHORIZED	89209206	Refund Generated due to proration on Bill #0041638071-2017-0000-00



North Carolina Ver

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	06/08/2018	6/8/2018 3:44:40 PM
ie	Vehicle Sold	06/08/2018	6/8/2018 1:42:35 PM
ie	Vehicle Sold	06/14/2018	6/18/2018 8:16:36 AM
ie	Vehicle Sold	06/11/2018	6/11/2018 3:34:31 PM
ie	Vehicle Sold	06/26/2018	6/26/2018 4:11:34 PM



North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$32.70)	(\$1.64)	(\$34.34)
03	Tax	(\$3.65)	(\$0.18)	(\$3.83)
			Refund	\$38.17
00	Tax	(\$21.03)	\$0.00	(\$21.03)
04	Tax	(\$3.02)	\$0.00	(\$3.02)
			Refund	\$24.05
00	Tax	(\$274.82)	\$0.00	(\$274.82)
07	Tax	(\$45.07)	\$0.00	(\$45.07)
			Refund	\$319.89
00	Tax	(\$31.69)	\$0.00	(\$31.69)
07	Tax	(\$5.20)	\$0.00	(\$5.20)
			Refund	\$36.89
00	Tax	(\$27.65)	\$0.00	(\$27.65)
09	Tax	(\$3.01)	\$0.00	(\$3.01)
			Refund	\$30.66



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
LAWTON, ARNOLD BRENT	LAWTON, ARNOLD BRENT		PO BOX 91		MONCURE, NC 27559	Proration	0040608733	TPT2552	AUTHORIZED	88895786	Refund Generated due to proration on Bill #0040608733-2017-0000-00
LIMA, PORFIRIO CERNA	LIMA, PORFIRIO CERNA		PO BOX 27		SILER CITY, NC 27344	Proration	0040727923	TPT5216	AUTHORIZED	132581820	Refund Generated due to proration on Bill #0040727923-2017-0000-00
LUCAS, JAN MCKAIG	LUCAS, JAN MCKAIG		742 PROVIDENCE CHURCH RD		PITTSBORO, NC 27312	Proration	0014498351	PFN8291	AUTHORIZED	88643592	Refund Generated due to proration on Bill #0014498351-2017-0000-00
MISKOW, KRISTIN UEBELE	MISKOW, KRISTIN UEBELE	MISKOW, PAUL	507 STONEHILL RD		CHAPEL HILL, NC 27516	Proration	0031140013	AMX6331	AUTHORIZED	88174008	Refund Generated due to proration on Bill #0031140013-2017-0000-00
NELSON, JOSHUA THOMAS	NELSON, JOSHUA THOMAS		1981 WOODY STORE RD		SILER CITY, NC 27344	Proration	0001273899	YZC5003	AUTHORIZED	89100166	Refund Generated due to proration on Bill #0001273899-2016-0000-00





North Carolina Veh

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	06/20/2018	6/20/2018 2:18:42 PM
ie	Tag Surrender	06/11/2018	6/11/2018 10:16:02 AM
ie	Vehicle Sold	06/15/2018	6/18/2018 8:16:36 AM
ie	Vehicle Sold	06/06/2018	6/6/2018 10:54:38 AM
ie	Vehicle Sold	06/25/2018	6/25/2018 11:37:26 AM



North Carolina Ver

NCVTS Pending

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Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$33.92)	\$0.00	(\$33.92)
05	Tax	(\$6.75)	\$0.00	(\$6.75)
			Refund	\$40.67
00	Tax	(\$19.53)	\$0.00	(\$19.53)
22	Tax	(\$15.85)	\$0.00	(\$15.85)
22	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$35.38
00	Tax	(\$100.36)	\$0.00	(\$100.36)
06	Tax	(\$19.57)	\$0.00	(\$19.57)
			Refund	\$119.93
00	Tax	(\$40.53)	\$0.00	(\$40.53)
07	Tax	(\$6.65)	\$0.00	(\$6.65)
			Refund	\$47.18
00	Tax	(\$13.66)	(\$0.68)	(\$14.34)
09	Tax	(\$1.47)	(\$0.08)	(\$1.55)
			Refund	\$15.89



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
NOONAN, JOHN JOSEPH	NOONAN, JOHN JOSEPH		119 COLVARD PARK DR		DURHAM, NC 27713	Proration	0018819554	TZA8818	AUTHORIZED	88303162	Refund Generated due to proration on Bill #0018819554-2016 2016-0000-00
OLIVER, CHARLOTTE JEAN	OLIVER, CHARLOTTE JEAN		428 BOB HORTON RD		APEX, NC 27523	Proration	0034152434	DKL5192	AUTHORIZED	88586388	Refund Generated due to proration on Bill #0034152434-2017 2017-0000-00
PAYNE, RYAN KEITH	PAYNE, RYAN KEITH		105 GREENBRIAR CT		CHAPEL HILL, NC 27516	Proration	0038838035	DKP3189	AUTHORIZED	87907764	Refund Generated due to proration on Bill #0038838035-2017 2017-0000-00
PHILLIPS, ABBY LYNNE	PHILLIPS, ABBY LYNNE	PHILLIPS, JEFFREY DOUGLAS	3580 BEAR CREEK CH RD		BEAR CREEK, NC 27207	Proration	0040977282	PHL7990	AUTHORIZED	89100472	Refund Generated due to proration on Bill #0040977282-2017 2017-0000-00
PORTER, JOSHUA JOHN	PORTER, JOSHUA JOHN	PORTER, GINNY BYRD	40 HILL CREEK BLVD		CHAPEL HILL, NC 27516	Proration	0031461276	BMV1438	AUTHORIZED	88388354	Refund Generated due to proration on Bill #0031461276-2016 2016-0000-00



North Carolina Ver

NCVTS Pending

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	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	06/08/2018	6/8/2018 10:14:56 AM
ie	Vehicle Sold	06/14/2018	6/14/2018 9:11:01 AM
ie	Vehicle Sold	06/01/2018	6/1/2018 11:48:25 AM
ie	Tag Surrender	06/25/2018	6/25/2018 3:48:57 PM
ie	Vehicle Sold	06/11/2018	6/11/2018 3:38:12 PM



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$8.91)	\$0.00	(\$8.91)
12	Tax	(\$1.48)	\$0.00	(\$1.48)
			Refund	\$10.39
00	Tax	(\$46.15)	(\$2.31)	(\$48.46)
07	Tax	(\$7.57)	(\$0.38)	(\$7.95)
			Refund	\$56.41
00	Tax	(\$34.37)	\$0.00	(\$34.37)
07	Tax	(\$5.63)	\$0.00	(\$5.63)
			Refund	\$40.00
00	Tax	(\$88.85)	\$0.00	(\$88.85)
03	Tax	(\$9.90)	\$0.00	(\$9.90)
			Refund	\$98.75
00	Tax	(\$12.70)	\$0.00	(\$12.70)
07	Tax	(\$2.06)	\$0.00	(\$2.06)
			Refund	\$14.76



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
PRESLEY, JOHN CARROLL	PRESLEY, JOHN CARROLL		246 COUER DU BOIS LN		CHAPEL HILL, NC 27516	Proration	0018807103	YYL6546	AUTHORIZED	89209098	Refund Generated due to proration on Bill #0018807103-2016-0000-00
RIDGE, DEVIN BRYAN	RIDGE, DEVIN BRYAN		165 FOREST DR		SALEM, VA 24153	Proration	0036580778	SSB6668	AUTHORIZED	87908008	Refund Generated due to proration on Bill #0036580778-2017-0000-00
RIDGE, DEVIN BRYAN	RIDGE, DEVIN BRYAN		165 FOREST DR		SALEM, VA 24153	Proration	0036580781	DCH5657	AUTHORIZED	87908012	Refund Generated due to proration on Bill #0036580781-2017-0000-00
ROBERSON, BERRY MOSES JR	ROBERSON, BERRY MOSES JR		2466 FARRINGTON POINT RD		CHAPEL HILL, NC 27517	Proration	0014484131	BFR3460	AUTHORIZED	88106742	Refund Generated due to proration on Bill #0014484131-2017-0000-00
ROGERS, HAROLD LANCE	ROGERS, HAROLD LANCE		1296 WHITE SMITH RD		PITTSBORO, NC 27312	Proration	0014494962	XNZ9981	AUTHORIZED	89378870	Refund Generated due to proration on Bill #0014494962-2017-0000-00



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Totalled	06/26/2018	6/26/2018 2:56:17 PM
ie	Reg . Out of state	06/01/2018	6/1/2018 3:19:22 PM
ie	Reg . Out of state	06/01/2018	6/1/2018 3:21:14 PM
ie	Vehicle Sold	06/05/2018	6/5/2018 12:23:30 PM
ie	Vehicle Sold	06/28/2018	6/28/2018 9:43:51 AM



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$7.06)	\$0.00	(\$7.06)
07	Tax	(\$1.15)	\$0.00	(\$1.15)
			Refund	\$8.21
00	Tax	(\$10.22)	\$0.00	(\$10.22)
07	Tax	(\$1.67)	\$0.00	(\$1.67)
			Refund	\$11.89
00	Tax	(\$38.25)	\$0.00	(\$38.25)
07	Tax	(\$6.27)	\$0.00	(\$6.27)
			Refund	\$44.52
00	Tax	(\$11.93)	\$0.00	(\$11.93)
07	Tax	(\$1.96)	\$0.00	(\$1.96)
			Refund	\$13.89
00	Tax	(\$37.64)	\$0.00	(\$37.64)
09	Tax	(\$4.10)	\$0.00	(\$4.10)
			Refund	\$41.74





North Carolina Veh

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
ROSS, ELIZABETH MARIE	ROSS, ELIZABETH MARIE		276 BROWN BEAR		CHAPEL HILL, NC 27517	Proration	0028168458	CMY8602	AUTHORIZED	89495614	Refund Generated due to proration on Bill #0028168458-2016-0000-00
SANDERS, BYRON LOUIS	SANDERS, BYRON LOUIS		125 LEATHERWOOD LN		CHAPEL HILL, NC 27517	Proration	0042520566	FFC5602	AUTHORIZED	87908124	Refund Generated due to proration on Bill #0042520566-2017-0000-00
SATTERWHIT E, SUSAN CARTIER	SATTERWHIT E, SUSAN CARTIER		PO BOX 152		MORRISVILLE, NC 27560	Proration	0023497048	SA0226	AUTHORIZED	88247398	Refund Generated due to proration on Bill #0023497048-2017-0000-00
SLAMIN, PATRICIA EMILY	SLAMIN, PATRICIA EMILY		372 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0009812668	WPR4488	AUTHORIZED	88388342	Refund Generated due to proration on Bill #0009812668-2017-0000-00
SOLOWSKY, CATHRYN LOUISE	SOLOWSKY, CATHRYN LOUISE		214 HERRING PATH		BEAR CREEK, NC 27207	Proration	0035320374	EBN4615	AUTHORIZED	89495610	Refund Generated due to proration on Bill #0035320374-2017-0000-00



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	06/29/2018	6/29/2018 10:34:45 AM
ie	Vehicle Sold	06/01/2018	6/1/2018 4:57:12 PM
ie	Vehicle Sold	06/07/2018	6/7/2018 8:31:10 AM
ie	Vehicle Sold	06/11/2018	6/11/2018 3:30:01 PM
ie	Vehicle Sold	06/29/2018	6/29/2018 10:30:13 AM



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$22.89)	\$0.00	(\$22.89)
07	Tax	(\$3.72)	\$0.00	(\$3.72)
			Refund	\$26.61
00	Tax	(\$63.05)	\$0.00	(\$63.05)
07	Tax	(\$10.34)	\$0.00	(\$10.34)
			Refund	\$73.39
00	Tax	(\$47.20)	\$0.00	(\$47.20)
07	Tax	(\$7.74)	\$0.00	(\$7.74)
			Refund	\$54.94
00	Tax	(\$14.35)	\$0.00	(\$14.35)
07	Tax	(\$2.35)	\$0.00	(\$2.35)
			Refund	\$16.70
00	Tax	(\$54.01)	\$0.00	(\$54.01)
04	Tax	(\$7.74)	\$0.00	(\$7.74)
			Refund	\$61.75



North Carolina Veh

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
SPENCE, GISELA MELITA	SPENCE, GISELA MELITA		374 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0026500993	CMS6941	AUTHORIZED	89378882	Refund Generated due to proration on Bill #0026500993-2016-0000-00
TATE, RICHARD BRUCE	TATE, RICHARD BRUCE		1406 BRIAR CHAPEL PKWY		CHAPEL HILL, NC 27516	Proration	0029288774	BFX4806	AUTHORIZED	88812402	Refund Generated due to proration on Bill #0029288774-2017-0000-00
THACKER, HOLLY NICOLE	THACKER, HOLLY NICOLE		517 JAMESTOWN RD		PITTSBORO, NC 27312	Proration	0039242903	FAD2537	AUTHORIZED	88248098	Refund Generated due to proration on Bill #0039242903-2017-0000-00
TREDINNICK, JOHN EDMUND	TREDINNICK, JOHN EDMUND		1165 FEARRINGTON POST		PITTSBORO, NC 27312	Proration	0023555967	CFP8100	AUTHORIZED	88387860	Refund Generated due to proration on Bill #0023555967-2017-0000-00
VIOLAND, CHARLES EDWARD	VIOLAND, CHARLES EDWARD	VIOLAND, CATHLEEN ROSE	516 NICKEL CREEK CIR		CARY, NC 27519	Adjustment < \$100	0042359545	FAY4843	AUTHORIZED	133343448	Refund Generated due to adjustment on Bill #0042359545-2017-0000-00



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

	Refund Reason	Create Date	Authorization Date
ie	Vehicle Sold	06/28/2018	6/28/2018 10:00:01 AM
ie	Vehicle Sold	06/19/2018	6/21/2018 8:18:14 AM
ie	Vehicle Sold	06/07/2018	6/7/2018 1:39:29 PM
ie	Vehicle Sold	06/11/2018	6/11/2018 9:59:46 AM
ie	Over Assessment	06/20/2018	6/20/2018 11:46:46 AM



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	(\$10.76)	\$0.00	(\$10.76)
07	Tax	(\$1.75)	\$0.00	(\$1.75)
			Refund	\$12.51
00	Tax	(\$207.10)	\$0.00	(\$207.10)
07	Tax	(\$33.96)	\$0.00	(\$33.96)
			Refund	\$241.06
00	Tax	(\$25.00)	\$0.00	(\$25.00)
07	Tax	(\$4.10)	\$0.00	(\$4.10)
			Refund	\$29.10
00	Tax	(\$61.09)	\$0.00	(\$61.09)
07	Tax	(\$10.02)	\$0.00	(\$10.02)
			Refund	\$71.11
00	Tax	(\$8.16)	\$0.00	(\$8.16)
23	Tax	(\$4.55)	\$0.00	(\$4.55)
23	Vehicle Fee	\$0.00	\$0.00	\$0.00
			Refund	\$12.71



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description
WHITE, RANDY CHARLES	WHITE, RANDY CHARLES		2581 OLD 421 S		SILER CITY, NC 27344	Adjustment < \$100	0042777051	FFC7922	AUTHORIZED	132582432	Refund Generated due to adjustment on Bill #0042777051-2017-0000
WING, ELIZABETH ZAUMSEIL	WING, ELIZABETH ZAUMSEIL		595 BIG BRANCH RD		PITTSBORO, NC 27312	Proration	0038848105	PRW5191	AUTHORIZED	89208738	Refund Generated due to proration on Bill #0038848105-2017-0000-00



North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

	Refund Reason	Create Date	Authorization Date
ie	Situs error	06/11/2018	6/11/2018 3:02:04 PM
ie	Vehicle Sold	06/26/2018	6/26/2018 11:07:44 AM



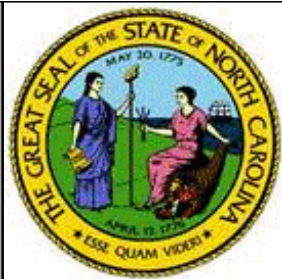


North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
00	Tax	\$0.00	\$0.00	\$0.00
21	Tax	(\$18.20)	\$0.00	(\$18.20)
03	Tax	\$2.94	\$0.00	\$2.94
			Refund	\$15.26
00	Tax	(\$10.15)	\$0.00	(\$10.15)
09	Tax	(\$1.11)	\$0.00	(\$1.11)
			Refund	\$11.26
			Refund Total	\$3359.55

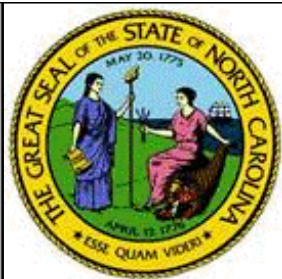


North Carolina Ver

NCVTS Pending

Report Date 7/2/2018 8:41:29 AM

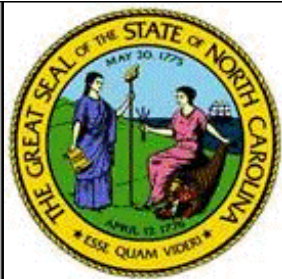
Tax Jurisdiction	District Type	Net Change
00	COUNTY	(\$2,757.82)
21	CITY	(\$148.05)
22	CITY	(\$22.31)
23	CITY	(\$36.67)
01	FIRE	(\$17.88)
03	FIRE	(\$10.79)
04	FIRE	(\$19.99)
05	FIRE	(\$12.28)
06	FIRE	(\$39.74)
07	FIRE	(\$258.51)
08	FIRE	(\$2.25)
09	FIRE	(\$15.82)
12	FIRE	(\$13.09)
02	SPECIAL	(\$4.35)
Total		(\$3,359.55)



North Carolina Ver

**NCVTS Pending**

Report Date 7/2/2018 8:41:29 AM



North Carolina Ver

**NCVTS Pending**

Report Date 7/2/2018 8:41:29 AM

Report Parameters





# Chatham County, NC

## Text File

File Number: 18-2706

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**Agenda Date:** 7/16/2018

**Version:** 1

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

**In Control:** Board of Commissioners

**File Type:** Contract

Vote on a request to approve Sheriff Vehicle Purchase 2018-2019.

Action Requested: Motion to authorize the purchase of seventeen vehicles (13 Ford Utility's, 3 Dodge Durango's and 1 Ram Pickup) on North Carolina Sheriffs' Association Competitive Bid Award #18-04-0912, items # 93, #146 and #178 in the amount of \$498,822.86 for vehicles only.

Introduction & Background: As part of the budget process each year, vehicles are evaluated for mileage and reliability for the purpose of law enforcement support. A total of seventeen vehicles were approved for the Sheriff's Office capital outlay budget. The NC General Statutes allow the County to use Cooperative purchasing contracts through the North Carolina Sheriffs Association. The formal bid process has been conducted by the NC Purchasing & Contract Division. Under the guidelines of G.S. 143-129(e)(3), the State contract purchases are exempt from additional bidding processes.

Discussion & Analysis: The addition of these requested vehicles will benefit this office by replacing higher mileage vehicles which require more maintenance. Delivery of the new vehicles is expected to take 3-6 months.

Budgetary Impact: Funds are included in the Chatham County Sheriff's Office FY2018-19 budget for capital outlay.

Recommendation: Consideration of a request to purchase seventeen vehicles (13 Ford Utility's, 3 Dodge Durango's and 1 Ram Pickup) on Sheriffs' Association Competitive Bid Award #18-04-0912, items # 93, #146 and #178 in the amount of \$498,822.86 for vehicles only.



## NORTH CAROLINA SHERIFFS' ASSOCIATION

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<a href="#"><u>FORD UTILITY POLICE INTECEPTOR BASE AWD (K8A) (Specification #93)</u></a>			
Asheville Ford Lincoln LLC	2018 Ford Utility Police Inteceptor Base AWD (K8A)	★ Appalachia	\$28,209.57
Asheville Ford Lincoln LLC	2018 Ford Utility Police Inteceptor Base AWD (K8A)	★ Dogwood	\$28,269.98
Cooper Ford	2018 Ford Utility Police Inteceptor Base AWD (K8A)	★ Cardinal	\$27,963.00
Cooper Ford	2018 Ford Utility Police Inteceptor Base AWD (K8A)	★ Longleaf Pine	\$28,063.00



# **NORTH CAROLINA SHERIFFS' ASSOCIATION**

## **FORD UTILITY POLICE INTECEPTOR BASE AWD (K8A)**

### **SPECIFICATION #93**

2018 Ford Utility Police Inteceptor Base AWD (K8A)

**ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED**

**INSTRUCTIONS:** Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. **ENGINE:**

- a. Cylinders V6
- b. Ignition - Electronic
- c. Liters - 3.7L
- d. Recommended Fuel - Regular Unleaded
- e. Valvetrain - DOHC
- f. Engine Power - 304 HP @ 6,500 RPM

2. **TRANSMISSION/AXLES:**

- a. Electronic control - Yes
- b. Overdrive - Yes
- c. Type - Automatic
- d. Driver Selectable Mode - Yes
- e. Speed - 6
- f. Sequential Shift Control - SelectShift
- g. Drive Type - AWD Type - Control-Trac part and full-time

3. **SUSPENSION/HANDLING**

- a. Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- b. Electric power-assist rack-pinion Steering
- c. Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks

4. **BODY EXTERIOR**

- a. 4 doors
- b. Black door mirrors
- c. Body-coloured bumpers
- d. Front and rear 18 x 8 wheels
- e. Driver and passenger power remote folding door mirrors
- f. Front and rear 18 x 8.5 wheels
- g. Lip rear spoiler
- h. Clearcoat paint

5. **COMFORT ITEMS:**

- a. Manual air conditioning with air filter
- b. Power windows
- c. Driver and passenger 1-touch down
- d. Manual tilt steering wheel
- e. Power adjustable pedals
- f. Dual visor mirrors



- g. Cruise control with steering wheel controls
- h. Driver and passenger 1-touch up
- i. Power door locks
- j. Day-night rearview mirror
- k. 1 1st row LCD monitor
- l. Driver and passenger door bins

#### 6. SEATS AND TRIM

- a. Seating capacity of 5
- b. 8-way 6-way power driver seat adjustment
- c. Power height adjustable driver seat
- d. 60-40 folding rear split-bench seat
- e. Metal-look instrument panel insert
- f. Front bucket seats
- g. Manual driver lumbar support
- h. 4-way passenger seat adjustment
- i. Front- Cloth/Vinyl-Rear seat upholstery

#### 7. ENTERTAINMENT FEATURES

- a. AM/FM stereo radio
- b. MP3 decoder
- c. 6 speakers
- d. Steering wheel mounted radio controls
- e. Integrated roof antenna

#### 8. LIGHTING, VISIBILITY, AND INSTRUMENTATION

- a. LED low beam aero-composite headlights
- b. Variable intermittent front windshield wipers
- c. Fixed interval rear windshield wiper
- d. Fixed rearmost windows
- e. Front and rear reading lights
- f. Rear View Camera
- g. Trip computer
- h. LED brakelights
- i. Speed sensitive wipers
- j. Rear window defroster
- k. Deep tinted windows
- l. Tachometer
- m. Low tire pressure warning
- n. Trip odometer
- o. Driver's Side (Left Hand) Halogen Spotlight

#### 9. SAFETY ITEMS:

- a. 4-wheel ABS Brakes
- b. 4-wheel disc brakes
- c. ABS and driveline traction control
- d. Dual seat mounted side impact airbag supplemental restraint system
- e. Airbag supplemental restraint system occupancysensor
- f. Manually adjustable front head restraints
- g. Brake assist with hill hold control
- h. AdvanceTrac w/Roll Stability Control electronic stability
- i. Dual front impact airbag supplemental restraint system
- j. Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- k. Power door locks
- l. Remote Keyless Entry

#### 10. TIRES AND WHEELS:

- a. P245/55WR18 BSW AS front and rear tires
- b. Front and rear 18 x 8 black steel wheels

11. WARRANTY

- a. Powertrain: 5 year/100,000 mile
- b. Maintenance Plan and Extended Warranty available. Contact dealer for more information.



## **NORTH CAROLINA SHERIFFS' ASSOCIATION**

### **FORD UTILITY POLICE INTECEPTOR BASE AWD (K8A) SPECIFICATION #93**

#### **2018 Ford Utility Police Inteceptor Base AWD (K8A)**

The Ford Utility Police Inteceptor Base AWD (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and NCSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	\$28,209.57	\$28,269.98	\$27,963.00	\$28,063.00

While the North Carolina Sheriffs' Association has attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	Utility Police Inteceptor Base AWD (K8A)			
<b>DEALER:</b>	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Cooper Ford	Cooper Ford
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$28,209.57	\$28,269.98	\$27,963.00	\$28,063.00

Order Code Delete Options		Cardinal Appalachia & Longleaf & Dogwood Pine	
18W <sup>1</sup> 18W <sup>2</sup>	Windows - Rear-Window Power - Operable from front driver side switches.	\$23.50 <sup>1</sup>	\$24.00 <sup>2</sup>
21D <sup>1</sup> 21D <sup>2</sup>	Driver's Side (Left Hand) Halogen Spotlight	(\$179.00) <sup>1</sup>	\$199.00 <sup>2</sup>
	Delivery Fee - Appalachia District	NA	\$150.00
	Delivery Fee - Dogwood District	NA	\$50.00
	Delivery Fee - Cardinal District	NA	\$0.00
	Delivery Fee - Longleaf Pine District	NA	\$100.00

Order Code Add Options		Cardinal Appalachia & Longleaf & Dogwood Pine	
99T <sup>1</sup> 99T <sup>2</sup>	Engine: 3.5L V6 EcoBoost (131 MPH top speed.Includes: Deflector Plate, 3.16 Axle Ratio)	\$3,097.30 <sup>1</sup>	\$3,130.00 <sup>2</sup>
64E <sup>1</sup> 64E <sup>2</sup>	Wheels: 18" Painted Aluminum (Spare wheel is an 18" conventional (Police) black steel wheel)	\$446.50 <sup>1</sup>	\$451.00 <sup>2</sup>
65L <sup>1</sup> 65L <sup>2</sup>	Wheel Covers (18" Full Face WheelCover)	\$56.40 <sup>1</sup>	\$58.00 <sup>2</sup>
F <sup>1</sup> F <sup>2</sup>	Unique HD Cloth Front Bucket Seatsw/Cloth Rear (Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar,passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates inboth front seatbacks)	\$56.40 <sup>1</sup>	\$60.00 <sup>2</sup>
87P <sup>1</sup> 87P <sup>2</sup>	6-Way Power Passenger Seat (Includes manual recline and lumbar)	\$305.50 <sup>1</sup>	\$309.00 <sup>2</sup>
65U <sup>1</sup> 65U <sup>2</sup>	Interior Upgrade Package (Includes: 1st & 2nd Row Carpet Floor Covering(Includes front and rear floor mats), Unique HD Cloth Front Bucket Seats w/Cloth Rear(Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar,passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates inboth front seatbacks),Center Floor Console Less Shifter(Includes unique police console finish plate, console top plate - finish 3 (including 2 cup holders)), Front Console Plate Delete	\$366.60 <sup>1</sup>	\$371.00 <sup>2</sup>
86P <sup>1</sup> 86P <sup>2</sup>	Front Headlamp/Police InterceptorHousing Only (Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminatesneed to drill housing assemblies) and pre-molded side warning LED holes with standard sealedcapability (does not include LED installed lights))	\$117.50 <sup>1</sup>	\$119.00 <sup>2</sup>
66A <sup>1</sup> 66A <sup>2</sup>	Front Headlamp Lighting Solution - Recommend using Cargo Wiring Uplift Package (67G) or Ultimate WiringPackage (67U)- Includes base LED low beam/incandescent (halogen) high beam headlamp with high beam wigwagfunction and (2) white rectangular LED side warning lights. Wiring and LED lights included.Controller not included.(Includes: Grille LED Lights, Siren & Speaker Pre-Wiring)	\$799.00 <sup>1</sup>	\$809.00 <sup>2</sup>

<b>VEHICLE:</b>	Utility Police Inteceptor Base AWD (K8A)			
<b>DEALER:</b>	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Cooper Ford	Cooper Ford
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$28,209.57	\$28,269.98	\$27,963.00	\$28,063.00

86T <sup>1</sup> 86T <sup>2</sup>	Tail Lamp/Police Interceptor HousingOnly - Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights)(eliminates need to drill housing assemblies).	\$56.40 <sup>1</sup>	\$58.00 <sup>2</sup>
66B <sup>1</sup> 66B <sup>2</sup>	Tail Lamp Lighting Solution - Recommend using Cargo Wiring Uplift Package (67G) or Ultimate WiringPackage (67U) - Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue)mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's sidered/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LEDlights only. Wiring and controller not included.	\$399.50 <sup>1</sup>	\$404.00 <sup>2</sup>
67G <sup>1</sup> 67G <sup>2</sup>	Cargo Wiring Upfit Package - Recommend Police Wire Harness Connector Kits 47C and 21P - Includes contours through 2nd row; channel for wiring, wiring overlay harness with lighting and sireninterface connections, vehicle engine harness: (2) light connectors - supports up to (6) LED lights(engine compartment), (2) grille light connectors, (2) 50 amp battery ground circuits in right handrear-quarter power distribution junction block and (1) 10-amp siren/speaker circuit (engine to cargoarea), Whelen lighting PCC8R control head, Whelen PCC8R light relay center (mounted behind 2ndrow seat), light controller/relay center wiring (jumper harness) and Whelen specific cable (consoleto cargo area) connects PCC8R to control head. Does not include LED lights.Includes:- Rear Console Plate- Grille LED Lights, Siren & Speaker Pre-Wiring	\$1,259.60 <sup>1</sup>	\$1,272.00 <sup>2</sup>
67H <sup>1</sup> 67H <sup>2</sup>	Ready For The Road Package - Includes Whelen Cencom light controller head with dimmable back light, Whelen Cencom relay center/siren/amp with Traffic Advisor (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) with additional input/output pigtailed, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head, contours through 2nd row; channel for wiring, grille linear LED lights (red/blue) and harness and wiring harness with (2)50 amp battery and ground circuits in right hand rear-quarter. Includes: Front Headlamp Lighting Solution (Includes base LED low beam/incandescent (halogen) high beam headlamp with high beam wig-wag function and (2) white rectangular LED side warning lights. Wiring and LED lights included. Controller not included); Grille LED Lights, Siren & Speaker Pre-Wiring; Tail Lamp Lighting Solution (Includes base LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps. LED lights only. Wiring and controller not included); Rear Lighting Solution (Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's sidered/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LEDlights only. Wiring and controller not included); Rear Console Plate; 100 Watt Siren/Speaker w/Bracket & Pigtail; Hidden Door-Lock Plunger/Rr-Door Handles Inoperable	\$3,210.10 <sup>1</sup>	\$3,244.00 <sup>2</sup>
67U <sup>1</sup> 67U <sup>2</sup>	Ultimate Wiring Package - Recommend Police Wire Harness Connector Kits 47C and 21P - Includes contours through 2nd row; channel for wiring, wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (2)50-amp battery and ground circuits in right hand rear-quarter, (1) 10-amp siren/speaker circuit engine cargo area and rear hatch/cargo area wiring - supports up to (6) rear LED lights. Does not include LED lights , side connectors or controller.(Includes: Rear Console Plate; Grille LED Lights, Siren & Speaker Pre-Wiring)	\$517.00 <sup>1</sup>	\$524.00 <sup>2</sup>

<b>VEHICLE:</b>	Utility Police Inteceptor Base AWD (K8A)			
<b>DEALER:</b>	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Cooper Ford	Cooper Ford
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$28,209.57	\$28,269.98	\$27,963.00	\$28,063.00

47C <sup>1</sup> 47C <sup>2</sup>	Police Wire Harness Connector Kit -Front - For connectivity to Ford PI Package solutions. Includes (2) male 4-pin connectors for siren, (5)female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IPconnector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.Note: See upfitters guide for further detail <a href="http://www.fordpoliceinterceptorupfit.com">www.fordpoliceinterceptorupfit.com</a> .	\$98.70 <sup>1</sup>	\$100.00 <sup>2</sup>
21P <sup>1</sup> 21P <sup>2</sup>	Police Wire Harness Connector Kit -Rear - For connectivity to Ford PI Package solutions. Includes (1) 2-pin connector for rear lighting, (1) 2-pin connector, (6) female 4-pin connectors, (6) male 4 pin connectors and (1) 10-pin connector.Note: See upfitters guide for further detail <a href="http://www.fordpoliceinterceptorupfit.com">www.fordpoliceinterceptorupfit.com</a> .	\$122.20 <sup>1</sup>	\$123.00 <sup>2</sup>
86L <sup>1</sup> 86L <sup>2</sup>	Auto Headlamp	\$98.70 <sup>1</sup>	\$109.00 <sup>2</sup>
43D <sup>1</sup> 43D <sup>2</sup>	Dark Car Feature - Courtesy lamps and chimes disabled when any door is opened.	\$18.80 <sup>1</sup>	\$19.00 <sup>2</sup>
43L <sup>1</sup> 43L <sup>2</sup>	Police Silent Mode - Daytime running lamps do not disable where required by law. (When activated, courtesy lamps chimes and Daytime Running Lamps disabled (user configurable))	\$18.80 <sup>1</sup>	\$19.00 <sup>2</sup>
942 <sup>1</sup> 942 <sup>2</sup>	Daytime Running Lamps	\$42.30 <sup>1</sup>	\$42.00 <sup>2</sup>
17T <sup>1</sup> 17T <sup>2</sup>	Red/White Dome Lamp in CargoArea	\$47.00 <sup>1</sup>	\$49.00 <sup>2</sup>
21L <sup>1</sup> 21L <sup>2</sup>	Front Warning Auxiliary Light - Includes driver side - red / passenger side - blue.	\$517.00 <sup>1</sup>	\$524.00 <sup>2</sup>
21W <sup>1</sup> 21W <sup>2</sup>	Forward Indicator Pocket Warning Light - Includes warn, park, turn (driver side - red / passenger side - blue).	\$601.60 <sup>1</sup>	\$607.00 <sup>2</sup>
96W <sup>1</sup> 96W <sup>2</sup>	Front Interior Windshield Warning Lights - Red/blue with take down.	\$1,048.10 <sup>1</sup>	\$1,059.00 <sup>2</sup>
60A <sup>1</sup> 60A <sup>2</sup>	Grille LED Lights, Siren & Speaker Pre-Wiring	\$47.00 <sup>1</sup>	\$49.00 <sup>2</sup>
63L <sup>1</sup> 63L <sup>2</sup>	Rear Quarter Glass Side Marker Lights - Includes driver side - red / passenger side - blue.	\$540.50 <sup>1</sup>	\$546.00 <sup>2</sup>
63B <sup>1</sup> 63B <sup>2</sup>	Side Marker LED Sideview Mirrors - Recommend using Cargo Wiring Uplift Package (67G), Ready for the Road Package (67H) or Ultimate Wiring Package (67U). (Includes driver side - red / passenger side - blue. Located on backside of exterior mirror housing. LED lights only. Wiring and controller not included)	\$272.60 <sup>1</sup>	\$276.00 <sup>2</sup>
51P <sup>1</sup> 51P <sup>2</sup>	Driver Side Spot Lamp Prep Kit - Does not include spot lamp housing and bulb	\$131.60 <sup>1</sup>	\$132.00 <sup>2</sup>
51W <sup>1</sup> 51W <sup>2</sup>	Dual Side Spot Lamp Prep Kit - Does not include spot lamp housing and bulbs	\$263.20 <sup>1</sup>	\$266.00 <sup>2</sup>
51Y <sup>1</sup> 51Y <sup>2</sup>	Driver Only Incandescent Spot Lamp	Incl. <sup>1</sup>	\$204.00 <sup>2</sup>
51Z <sup>1</sup> 51Z <sup>2</sup>	Dual Incandescent Spot Lamps - Driver and passenger	\$329.00 <sup>1</sup>	\$334.00 <sup>2</sup>
51R <sup>1</sup> 51R <sup>2</sup>	Driver Only LED Spot Lamp (Unity)	\$371.30 <sup>1</sup>	\$395.00 <sup>2</sup>

<b>VEHICLE:</b>	Utility Police Inteceptor Base AWD (K8A)			
<b>DEALER:</b>	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Cooper Ford	Cooper Ford
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$28,209.57	\$28,269.98	\$27,963.00	\$28,063.00

51T <sup>1</sup> 51T <sup>2</sup>	Driver Only LED Spot Lamp (Whelen)	\$394.80 <sup>1</sup>	\$399.00 <sup>2</sup>
51S <sup>1</sup> 51S <sup>2</sup>	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$582.80 <sup>1</sup>	\$589.00 <sup>2</sup>
51V <sup>1</sup> 51V <sup>2</sup>	Dual (Driver & Passenger) LED Spot Lamps (Whelen)	\$625.10 <sup>1</sup>	\$632.00 <sup>2</sup>
92G <sup>1</sup> 92G <sup>2</sup>	2nd Row, Rear Quarter & Liftgate Window Solar Tint - Deletes privacy glass.	\$112.80 <sup>1</sup>	\$114.00 <sup>2</sup>
92R <sup>1</sup> 92R <sup>2</sup>	2nd Row Only Solar Tint Glass - Includes privacy glass on rear quarter and liftgate window.	\$79.90 <sup>1</sup>	\$81.00 <sup>2</sup>
68Z <sup>1</sup> 68Z <sup>2</sup>	Black Roof Rack Side Rails	\$145.70 <sup>1</sup>	\$148.00 <sup>2</sup>
76D <sup>1</sup> 76D <sup>2</sup>	Deflector Plate	\$314.90 <sup>1</sup>	\$318.00 <sup>2</sup>
91A <sup>1</sup> 91A <sup>2</sup>	2-Tone Vinyl Package #1 - Includes roof vinyl, right hand/left hand front-doors vinyl, right hand/left hand rear-doors vinyl. White (YZ) only.	\$789.60 <sup>1</sup>	\$797.00 <sup>2</sup>
91C <sup>1</sup> 91C <sup>2</sup>	2-Tone Vinyl Package #3 - Includes roof vinyl and right hand/left hand front-doors only vinyl. White (YZ) only.	\$658.00 <sup>1</sup>	\$665.00 <sup>2</sup>
91H <sup>1</sup> 91H <sup>2</sup>	2-Tone Vinyl Roof In White	\$460.60 <sup>1</sup>	\$466.00 <sup>2</sup>
91J <sup>1</sup> 91J <sup>2</sup>	2-Tone Vinyl RH/LH Front Doors InWhite	\$286.70 <sup>1</sup>	\$290.00 <sup>2</sup>
91D <sup>1</sup> 91D <sup>2</sup>	POLICE Vinyl Word Wrap - White Non-Reflective - Lettering located on left hand/right hand sides of vehicle.	\$747.30 <sup>1</sup>	\$755.00 <sup>2</sup>
91E <sup>1</sup> 91E <sup>2</sup>	POLICE Vinyl Word Wrap - Black Reflective - Lettering located on left hand/right hand sides of vehicle.	\$747.30 <sup>1</sup>	\$755.00 <sup>2</sup>
91F <sup>1</sup> 91F <sup>2</sup>	POLICE Vinyl Word Wrap - White Reflective - Lettering located on left hand/right hand sides of vehicle.	\$747.30 <sup>1</sup>	\$755.00 <sup>2</sup>
91G <sup>1</sup> 91G <sup>2</sup>	SHERIFF Vinyl Word Wrap - White Non-Reflective - Lettering located on left hand/right hand sides of vehicle.	\$747.30 <sup>1</sup>	\$755.00 <sup>2</sup>
87R <sup>1</sup> 87R <sup>2</sup>	Rear View Camera - Note: This option would replace the camera that comes standard in the 4" center stack area. Camera can only be displayed in the 4" center stack (standard) OR the rear view mirror (87R). Includes: Electrochromic Rear View Mirror - Video is displayed in rear view mirror)	NC <sup>1</sup>	NC <sup>2</sup>
53M <sup>1</sup> 53M <sup>2</sup>	SYNC Basic (Voice-Activated Communications System)- Includes single USB port and single auxiliary audio input jack.	\$277.30 <sup>1</sup>	\$200.00 <sup>2</sup>
61R <sup>1</sup> 61R <sup>2</sup>	4 Remappable Steering Wheel Switches	\$145.70 <sup>1</sup>	\$148.00 <sup>2</sup>
61S <sup>1</sup> 61S <sup>2</sup>	4 Remappable Steering Wheel Switches w/SYNC	\$145.70 <sup>1</sup>	\$148.00 <sup>2</sup>
68L <sup>1</sup> 68L <sup>2</sup>	Rear-Door Handles Inoperable/Locks Operable	\$32.90 <sup>1</sup>	\$33.00 <sup>2</sup>

<b>VEHICLE:</b>	Utility Police Inteceptor Base AWD (K8A)			
<b>DEALER:</b>	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Cooper Ford	Cooper Ford
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$28,209.57	\$28,269.98	\$27,963.00	\$28,063.00

68G <sup>1</sup> 68G <sup>2</sup>	Rear-Door Handles Inoperable/Locks Inoperable	\$32.90 <sup>1</sup>	\$33.00 <sup>2</sup>
52H <sup>1</sup> 52H <sup>2</sup>	Hidden Door-Lock Plunger/Rr-Door Handles Operable	\$131.60 <sup>1</sup>	\$132.00 <sup>2</sup>
52P <sup>1</sup> 52P <sup>2</sup>	Hidden Door-Lock Plunger/Rr-Door Handles Inoperable	\$150.40 <sup>1</sup>	\$153.00 <sup>2</sup>
16C <sup>1</sup> 16C <sup>2</sup>	1st & 2nd Row Carpet Floor Covering - Includes front and rear floor mats.	\$117.50 <sup>1</sup>	\$119.00 <sup>2</sup>
85R <sup>1</sup> 85R <sup>2</sup>	Rear Console Plate	\$32.90 <sup>1</sup>	\$33.00 <sup>2</sup>
59E <sup>1</sup> 59E <sup>2</sup>	Keyed Alike - 1435x	\$47.00 <sup>1</sup>	\$49.00 <sup>2</sup>
59B <sup>1</sup> 59B <sup>2</sup>	Keyed Alike - 1284x	\$47.00 <sup>1</sup>	\$49.00 <sup>2</sup>
59D <sup>1</sup> 59D <sup>2</sup>	Keyed Alike - 0135x	\$47.00 <sup>1</sup>	\$49.00 <sup>2</sup>
59F <sup>1</sup> 59F <sup>2</sup>	Keyed Alike - 0576x	\$47.00 <sup>1</sup>	\$49.00 <sup>2</sup>
59J <sup>1</sup> 59J <sup>2</sup>	Keyed Alike - 1111x	\$47.00 <sup>1</sup>	\$49.00 <sup>2</sup>
59C <sup>1</sup> 59C <sup>2</sup>	Keyed Alike - 1294x	\$47.00 <sup>1</sup>	\$49.00 <sup>2</sup>
59G <sup>1</sup> 59G <sup>2</sup>	Keyed Alike - 0151x	\$47.00 <sup>1</sup>	\$49.00 <sup>2</sup>
90D <sup>1</sup> 90D <sup>2</sup>	Ballistic Door-Panel (Level III) - Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr). Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g. (Driver front-door only.)	\$1,489.90 <sup>1</sup>	\$1,506.00 <sup>2</sup>
90E <sup>1</sup> 90E <sup>2</sup>	Ballistic Door-Panels (Level III) - Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x51 mm 9.7g M80 (.308 Winchester 150gr). Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g. (Driver and passenger front-doors.)	\$2,979.80 <sup>1</sup>	\$3,012.00 <sup>2</sup>
90F <sup>1</sup> 90F <sup>2</sup>	Ballistic Door-Panel (Lvl IV+) - Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g and 7.62 x 51 mm M61 9.75g (.308 Winchester150.5gr). In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2. (Driver front-door only.)	\$2,270.10 <sup>1</sup>	\$2,294.00 <sup>2</sup>
90G <sup>1</sup> 90G <sup>2</sup>	Ballistic Door-Panels (Level IV+) - Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g and 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr). In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2. (Driver and passenger front-doors only.)	\$4,540.20 <sup>1</sup>	\$4,588.00 <sup>2</sup>



<b>VEHICLE:</b>	Utility Police Inteceptor Base AWD (K8A)			
<b>DEALER:</b>	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Cooper Ford	Cooper Ford
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$28,209.57	\$28,269.98	\$27,963.00	\$28,063.00

55B <sup>1</sup> 55B <sup>2</sup>	BLIS Blind Spot Monitoring w/Cross Traffic Alert	\$512.30 <sup>1</sup>	\$517.00 <sup>2</sup>
19L <sup>1</sup> 19L <sup>2</sup>	Lockable Gas Cap For Easy Fuel Capless Fuel-Filler	\$18.80 <sup>1</sup>	\$19.00 <sup>2</sup>
549 <sup>1</sup> 549 <sup>2</sup>	Heated Sideview Mirrors	\$56.40 <sup>1</sup>	\$58.00 <sup>2</sup>
593 <sup>1</sup> 593 <sup>2</sup>	Perimeter Anti-Theft Alarm - Activated by hood, door or liftgate.	\$112.80 <sup>1</sup>	\$114.00 <sup>2</sup>
47A <sup>1</sup> 47A <sup>2</sup>	Police Engine Idle Feature - This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	\$244.40 <sup>1</sup>	\$248.00 <sup>2</sup>
595 <sup>1</sup> 595 <sup>2</sup>	Remote Keyless Entry Key Fob w/o Key Pad - Does not include PATS.	Incl. <sup>1</sup>	NA <sup>2</sup>
76R <sup>1</sup> 76R <sup>2</sup>	Reverse Sensing	\$258.50 <sup>1</sup>	\$261.00 <sup>2</sup>
17A <sup>1</sup> 17A <sup>2</sup>	Aux Air Conditioning	\$573.40 <sup>1</sup>	\$579.00 <sup>2</sup>
63V <sup>1</sup> 63V <sup>2</sup>	Cargo Storage Vault - Includes lockable door and compartment light.	\$230.30 <sup>1</sup>	\$232.00 <sup>2</sup>
55D <sup>1</sup> 55D <sup>2</sup>	Scuff Guards - Protective wrap edging located on front edge of both rear doors and top surface of rear bumper (help protect the upper surface from paint damage that can occur while loading and unloading of cargo).	\$65.80 <sup>1</sup>	\$67.00 <sup>2</sup>
43S <sup>1</sup> 43S <sup>2</sup>	My Speed Fleet Management - Allows dealer or fleet administrator to lower the maximum vehicle speed and the maximum audio system volume using a Ford authorized IDS diagnostic service tool and allows the VMAX speed to be set in 5mph increments (between 90 - 131 mph). See Upfitter's Guide for further detail <a href="http://www.fordpoliceinterceptorupfit.com">www.fordpoliceinterceptorupfit.com</a> .	\$56.40 <sup>1</sup>	\$58.00 <sup>2</sup>
60R <sup>1</sup> 60R <sup>2</sup>	Noise Suppression Bonds (Ground Straps)	\$94.00 <sup>1</sup>	\$95.00 <sup>2</sup>
52B <sup>1</sup> 52B <sup>2</sup>	Enhanced PTU (Power Transfer Unit) Cooler- Recommended usage: EVOC training; continuous/extended track usage. This PTU cooler is not required for day to day patrol usage.	\$2,749.50 <sup>1</sup>	\$2,779.00 <sup>2</sup>
18X <sup>1</sup> 18X <sup>2</sup>	100 Watt Siren/Speaker w/Bracket & Pigtail	\$282.00 <sup>1</sup>	\$285.00 <sup>2</sup>
41H <sup>1</sup> 41H <sup>2</sup>	Engine Block Heater - REQUIRES valid FIN code.	\$84.60 <sup>1</sup>	\$86.00 <sup>2</sup>



## NORTH CAROLINA SHERIFFS' ASSOCIATION

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<a href="#"><u>DODGE DURANGO SPECIAL SERVICE - AWD - 5.7L HEMI V8 (WDEE75/25X) (Specification #146)</u></a>			
Performance Chrysler Jeep Dodge Ram	2018 Dodge Durango (WDEE75/25X)	★ Appalachia	\$28,473.00
Performance Chrysler Jeep Dodge Ram	2018 Dodge Durango (WDEE75/25X)	★ Dogwood	\$28,438.00
Performance Chrysler Jeep Dodge Ram	2018 Dodge Durango (WDEE75/25X)	★ Cardinal	\$28,438.00
Performance Chrysler Jeep Dodge Ram	2018 Dodge Durango (WDEE75/25X)	★ Longleaf Pine	\$28,438.00



## **NORTH CAROLINA SHERIFFS' ASSOCIATION**

### **DODGE DURANGO SPECIAL SERVICE - AWD - 5.7L HEMI V8** **(WDEE75/25X)** **SPECIFICATION #146**

2018 Dodge Durango (WDEE75/25X)

**ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED**

**INSTRUCTIONS:** Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

INSTRUCTIONS: Listed below you will find the model number of the vehicle that is being requested for the Special Service Vehicle - AWD. At a minimum, the following items will be factory installed on the base vehicle to meet the model number and build codes of the vehicles listed..

#### **Dodge Durango Special Service (WDEE75/25X)**

<b>Code</b>	<b>Description</b>
WDEE75	Dodge Durango Special Service
AHV	Special Service Group
*K7	Cloth Low-Back Bucket Seats
LNQ	Spot Lamp Wiring Prep
CFN	2nd Row 60/40 Folding Seat
EZH	5.7L V8 HEMI engine
AHX	Trailer Tow Group IV
MDA	Front License Bracket
XAC	Factory Installed Parkview Camera

#### **1. REMOTE KEYLESS ENTRY**

- a. 4 key fobs

#### **2. WARRANTY**

- a. Powertrain: 5 year/ 100,000 miles



## **NORTH CAROLINA SHERIFFS' ASSOCIATION**

### **DODGE DURANGO SPECIAL SERVICE - AWD - 5.7L HEMI V8 (WDEE75/25X) SPECIFICATION #146**

#### **2018 Dodge Durango (WDEE75/25X)**

The Dodge Durango (WDEE75/25X) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and NCSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	\$28,473.00	\$28,438.00	\$28,438.00	\$28,438.00

While the North Carolina Sheriffs' Association has attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	Durango (WDEE75/25X)			
<b>DEALER:</b>	Performance Chrysler Jeep Dodge Ram	Performance Chrysler Jeep Dodge Ram	Performance Chrysler Jeep Dodge Ram	Performance Chrysler Jeep Dodge Ram
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$28,473.00	\$28,438.00	\$28,438.00	\$28,438.00

Order Code	Delete Options	All Zones
	Delivery Fee - Appalachia District	\$0.00
	Delivery Fee - Dogwood District	\$0.00
	Delivery Fee - Cardinal District	\$0.00
	Delivery Fee - Longleaf Pine District	\$0.00

Order Code	Add Options	All Zones
LM1 <sup>1</sup>	Daytime running headlamps, Low Beam	\$38.00 <sup>1</sup>
WGG <sup>1</sup>	Wrap-around grille guard - Dealer Installed	\$700.00 <sup>1</sup>
ADL <sup>1</sup>	Skid plate package	\$278.00 <sup>1</sup>
NHK <sup>1</sup>	Engine Block Heater	\$89.00 <sup>1</sup>
YEP <sup>1</sup>	Manuf Statement of Origin	Std <sup>1</sup>
RSD <sup>1</sup>	Sirius XM Satellite Radio	\$183.00 <sup>1</sup>
RH1 <sup>1</sup>	Single Disc Remote CD Player	\$465.00 <sup>1</sup>
2BB <sup>1</sup>	Customer Preferred Package	NA <sup>1</sup>
Legacy-Dur P <sup>1</sup>	Optional equipment - specify <i>Whelen Inner Edge Slicktop Upfit - Police Style Console. Contact Gene Daniel at (910) 592-5337 for more info</i> <sup>1</sup>	\$4,150.00 <sup>1</sup>
Legacy-Dur R <sup>1</sup>	Optional equipment - specify <i>Whelen Inner Edge Slicktop Upfit - Retail Style Console. Contact Gene Daniel at (910) 592-5337 for more info</i> <sup>1</sup>	\$3,745.00 <sup>1</sup>
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA



## NORTH CAROLINA SHERIFFS' ASSOCIATION

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<a href="#"><u>RAM 1500 TRADESMAN LIGHT DUTY CREW CAB 4X4 140" WB - 5' 7" BED (DS6L98) (Specification #178)</u></a>			
Performance Chrysler Jeep Dodge Ram	2018 Ram 1500 Light Duty Crew Cab 4X4 140" WB (DS6L98)	★ Appalachia	\$24,607.00
Performance Chrysler Jeep Dodge Ram	2018 Ram 1500 Light Duty Crew Cab 4X4 140" WB (DS6L98)	★ Dogwood	\$24,567.00
Performance Chrysler Jeep Dodge Ram	2018 Ram 1500 Light Duty Crew Cab 4X4 140" WB (DS6L98)	★ Cardinal	\$24,567.00
Performance Chrysler Jeep Dodge Ram	2018 Ram 1500 Light Duty Crew Cab 4X4 140" WB (DS6L98)	★ Longleaf Pine	\$24,567.00



## **NORTH CAROLINA SHERIFFS' ASSOCIATION**

### **RAM 1500 TRADESMAN LIGHT DUTY CREW CAB 4X4 140" WB - 5' 7" BED** **(DS6L98)** **SPECIFICATION #178**

2018 Ram 1500 Light Duty Crew Cab 4X4 140" WB (DS6L98)

**ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED**

**INSTRUCTIONS:** Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. **ENGINE**

- a. Manufacturer's minimum gasoline engine, alternator, battery and cooling package

2. **TRANSMISSION /TRANSAXLE:**

- a. Manufacturer's standard automatic transmission and axles

3. **PERFORMANCE ITEMS:**

- a. Manufacturer's standard power steering
- b. Manufacturer's standard gauges

4. **COMFORT ITEMS:**

- a. Manufacturer's standard air conditioning
- b. Manufacturer's standard tinted glass
- c. Manufacturer's standard standard AM/FM stereo
- d. Manufacturer's standard production seats
- e. Keys: two (2) per vehicle, single key locking system (each vehicle keyed differently)

5. **SAFETY ITEMS:**

- a. Dual outside mirrors and inside rearview mirror
- b. interior dome lights with left and right door activated switches
- c. Manufacturer's standard air bags
- d. Back up camera

6. **BRAKES:**

- a. Four wheel anti-lock brake ABS system

7. **TIRES AND WHEELS**

- a. Manufacturer's standard tires and wheels
- b. Full size spare tire and rim, if available

8. **CHASSIS, FRAME, CAB**

- a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies
- b. Manufacturer's standard fuel tank
- c. Manufacturer's standard front and rear bumpers



## **NORTH CAROLINA SHERIFFS' ASSOCIATION**

### **RAM 1500 TRADESMAN LIGHT DUTY CREW CAB 4X4 140" WB - 5' 7" BED (DS6L98) SPECIFICATION #178**

#### **2018 Ram 1500 Light Duty Crew Cab 4X4 140" WB (DS6L98)**

The Ram 1500 Light Duty Crew Cab 4X4 140" WB (DS6L98) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and NCSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	\$24,607.00	\$24,567.00	\$24,567.00	\$24,567.00

While the North Carolina Sheriffs' Association has attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



<b>VEHICLE:</b>	1500 Light Duty Crew Cab 4X4 140" WB (DS6L98)			
<b>DEALER:</b>	Performance Chrysler Jeep Dodge Ram	Performance Chrysler Jeep Dodge Ram	Performance Chrysler Jeep Dodge Ram	Performance Chrysler Jeep Dodge Ram
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$24,607.00	\$24,567.00	\$24,567.00	\$24,567.00

Order Code	Delete Options	All Zones
	Delivery Fee - Appalachia District	\$0.00
	Delivery Fee - Dogwood District	\$0.00
	Delivery Fee - Cardinal District	\$0.00
	Delivery Fee - Longleaf Pine District	\$0.00

Order Code	Add Options	All Zones
26B <sup>1</sup>	5.7L V8 HEMI MDS VVT Engine (EZH)8-Speed Auto 8HP70 Trans (Buy-US) (DFK)	\$1,833.00 <sup>1</sup>
22B <sup>1</sup>	3.6L V6 24V VVT Engine (ERB)8-Speed Auto 845RE Trans (Make) (DFL)	Std <sup>1</sup>
28B <sup>1</sup>	3.0L V6 Turbo Diesel Engine (EXF)8-Speed Auto 8HP70 Trans (Buy)(DFD)	NA <sup>1</sup>
NHK <sup>1</sup>	Engine Block Heater	\$89.00 <sup>1</sup>
DMD <sup>1</sup>	3.55 Rear Axle Ratio	\$89.00 <sup>1</sup>
DMH <sup>1</sup>	3.92 Rear Axle Ratio	\$89.00 <sup>1</sup>
SER <sup>1</sup>	Air Suspension, 4 Corner	NA <sup>1</sup>
DSA <sup>1</sup>	Anti-Spin Differential Rear Axle	\$465.00 <sup>1</sup>
TXN <sup>1</sup>	LT265/70R17E Owl On/Off Road Tires	\$235.00 <sup>1</sup>
WR2 <sup>1</sup>	20 x 9.0 Aluminum Chrome Clad Wheels	NA <sup>1</sup>
XF8 <sup>1</sup>	Class IV Receiver Hitch	(\$92.00) <sup>1</sup>
XM9 <sup>1</sup>	Spray in Bedliner	(\$171.00) <sup>1</sup>
CK9 <sup>1</sup>	Carpet	NC <sup>1</sup>
AED <sup>1</sup>	Chrome Appearance Group	\$559.00 <sup>1</sup>
ADE <sup>1</sup>	Cold Weather Group	\$221.00 <sup>1</sup>
CLF <sup>1</sup>	Front and Rear Rubber Floor Mats	\$118.00 <sup>1</sup>
LPL <sup>1</sup>	LED Bed Lighting	\$136.00 <sup>1</sup>
XAC <sup>1</sup>	Parkview (TM) Rear Back-Up Camera	Std <sup>1</sup>
RH1 <sup>1</sup>	Single Disc Remote CD Player	\$324.00 <sup>1</sup>
MRA <sup>1</sup>	Wheel to Wheel Side Steps	\$653.00 <sup>1</sup>
CKJ <sup>1</sup>	Black Vinyl Floor Covering	Std <sup>1</sup>
UA1 <sup>1</sup>	UCONNECT 3.0	\$183.00 <sup>1</sup>
RA2 <sup>1</sup>	UCONNECT 5.0	\$653.00 <sup>1</sup>
CKE <sup>1</sup>	Carpet Floor Covering	\$103.00 <sup>1</sup>
XAA <sup>1</sup>	Parksense Rear Park Assist System	\$235.00 <sup>1</sup>
GFA <sup>1</sup>	Rear Window Defroster	\$183.00 <sup>1</sup>
GXM <sup>1</sup>	Remote Keyless Entry with All-Secure	\$179.00 <sup>1</sup>
AJB <sup>1</sup>	Remote Start and Security Alarm Group	\$371.00 <sup>1</sup>
RSD <sup>1</sup>	Sirius XM Satellite radio	\$183.00 <sup>1</sup>

<b>VEHICLE:</b>	1500 Light Duty Crew Cab 4X4 140" WB (DS6L98)			
<b>DEALER:</b>	Performance Chrysler Jeep Dodge Ram	Performance Chrysler Jeep Dodge Ram	Performance Chrysler Jeep Dodge Ram	Performance Chrysler Jeep Dodge Ram
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$24,607.00	\$24,567.00	\$24,567.00	\$24,567.00

AWS <sup>1</sup>	Smoker's Group	NA <sup>1</sup>
NFX <sup>1</sup>	32 Gallon Fuel Tank	\$418.00 <sup>1</sup>
XF9 <sup>1</sup>	Add Class IV Receiver Hitch	Incl. <sup>1</sup>
AMQ <sup>1</sup>	Black Ram 1500 Express Group	NA <sup>1</sup>
AJY <sup>1</sup>	Popular Equipment Group	\$682.00 <sup>1</sup>
ADB <sup>1</sup>	Protection Group	\$212.00 <sup>1</sup>
XB9 <sup>1</sup>	Rambox Cargo Management System	\$1,217.00 <sup>1</sup>
XHC <sup>1</sup>	Trailer Brake Control	\$277.00 <sup>1</sup>
AHC <sup>1</sup>	Trailer Tow Mirrors and Brake Group	\$432.00 <sup>1</sup>
CS7 <sup>1</sup>	Tri-Fold Tonneau Cover	\$559.00 <sup>1</sup>
LMK <sup>1</sup>	Daytime Running Headlamps, High Beam	\$38.00 <sup>1</sup>
LM1 <sup>1</sup>	Daytime Running Headlamps, Low Beam	\$38.00 <sup>1</sup>
GPG <sup>1</sup>	Power Black Trailer Tow Mirrors	NC <sup>1</sup>
XME <sup>1</sup>	Under Rail Box Bedliner	\$287.00 <sup>1</sup>
TXX8 <sup>1</sup>	HD Vinyl 40/20/40 Split Bench Seat	Std <sup>1</sup>
V9X8 <sup>1</sup>	Cloth 40/20/40 Bench Seat	NC <sup>1</sup>
APA <sup>1</sup>	Monotone Paint	Std <sup>1</sup>
PUW <sup>1</sup>	Walnut Brown Met. Clear Coat	NC <sup>1</sup>
PCL <sup>1</sup>	Blue Streak Pearl Coat	NC <sup>1</sup>
PS2 <sup>1</sup>	Bright Silver Metallic Clear Coat	NC <sup>1</sup>
PW7 <sup>1</sup>	Bright White Clear Coat	NC <sup>1</sup>
PXR <sup>1</sup>	Brilliant Black Crystal Pearl Coat	NC <sup>1</sup>
PR4 <sup>1</sup>	Flame Red Clear Coat	NC <sup>1</sup>
PAU <sup>1</sup>	Granite Crystal Met. Clear Coat	NC <sup>1</sup>
PAR <sup>1</sup>	maximum Steel Met. Clear Coat	NC <sup>1</sup>
PBU <sup>1</sup>	True Blue Pearl Coat	NC <sup>1</sup>
PRV <sup>1</sup>	Delmonico Red Pearl Coat	NC <sup>1</sup>
PRV <sup>1</sup>	Delmonico Red Pearl Coat	NC <sup>1</sup>



# Chatham County, NC

## Text File

File Number: 18-2708

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**Agenda Date:** 7/16/2018

**Version:** 1

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

**In Control:** Emergency Operations

**File Type:** Agenda Item

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

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

- A. Town n Country Lane
- B. Emma Ridge Court

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

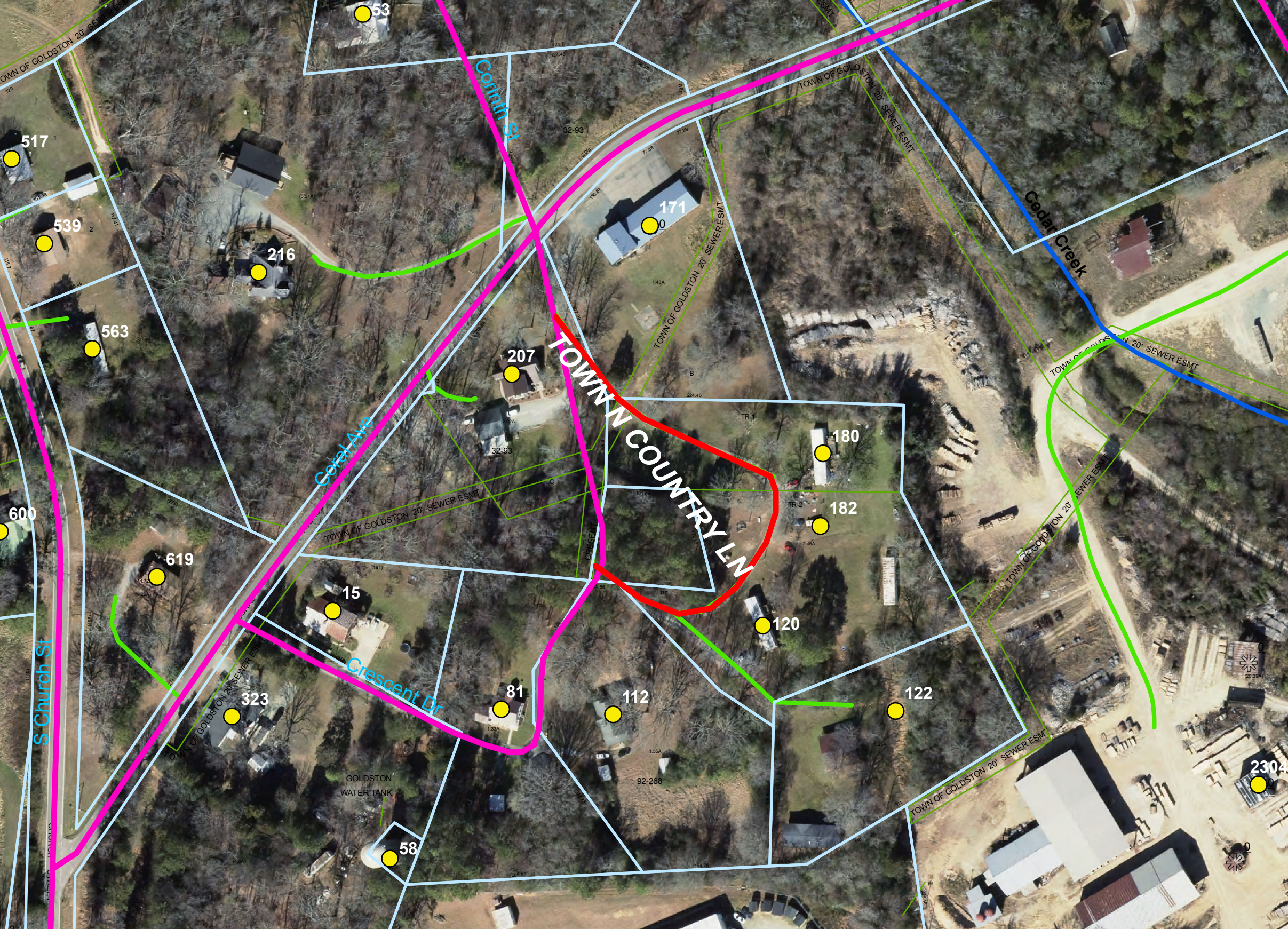
Discussion and Analysis: As part of its plan to develop the Enhanced-911 Emergency Response System, there is a vital need to maintain the County's established system providing for the naming of private roads. This is important so that there can be no duplications or similarities of these assigned names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

How does this relate to the Comprehensive Plan:

Budgetary Impact: The cost of road signage for these roads will be \$78.00 per sign. At the rate of one sign per road, this total cost will be \$156.00. The Chatham County Commissioners have decided to absorb this cost for the making and installation of these private road signs.

Recommendation: Motion to approve the private drives as listed.







## CHATHAM COUNTY ROAD NAMING REQUEST FORM

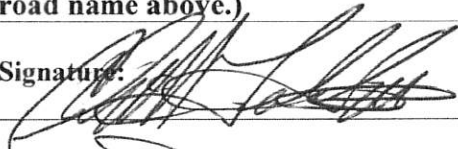

- **QUESTIONS:** Any questions concerning this form should be directed to: Denise Suits, 919-545-8163
- **RETURN COMPLETED FORM TO:** Chatham County Emergency Operations, P. O. Box 613, Pittsboro, NC 27312

### ALL INFORMATION BELOW MUST BE COMPLETED

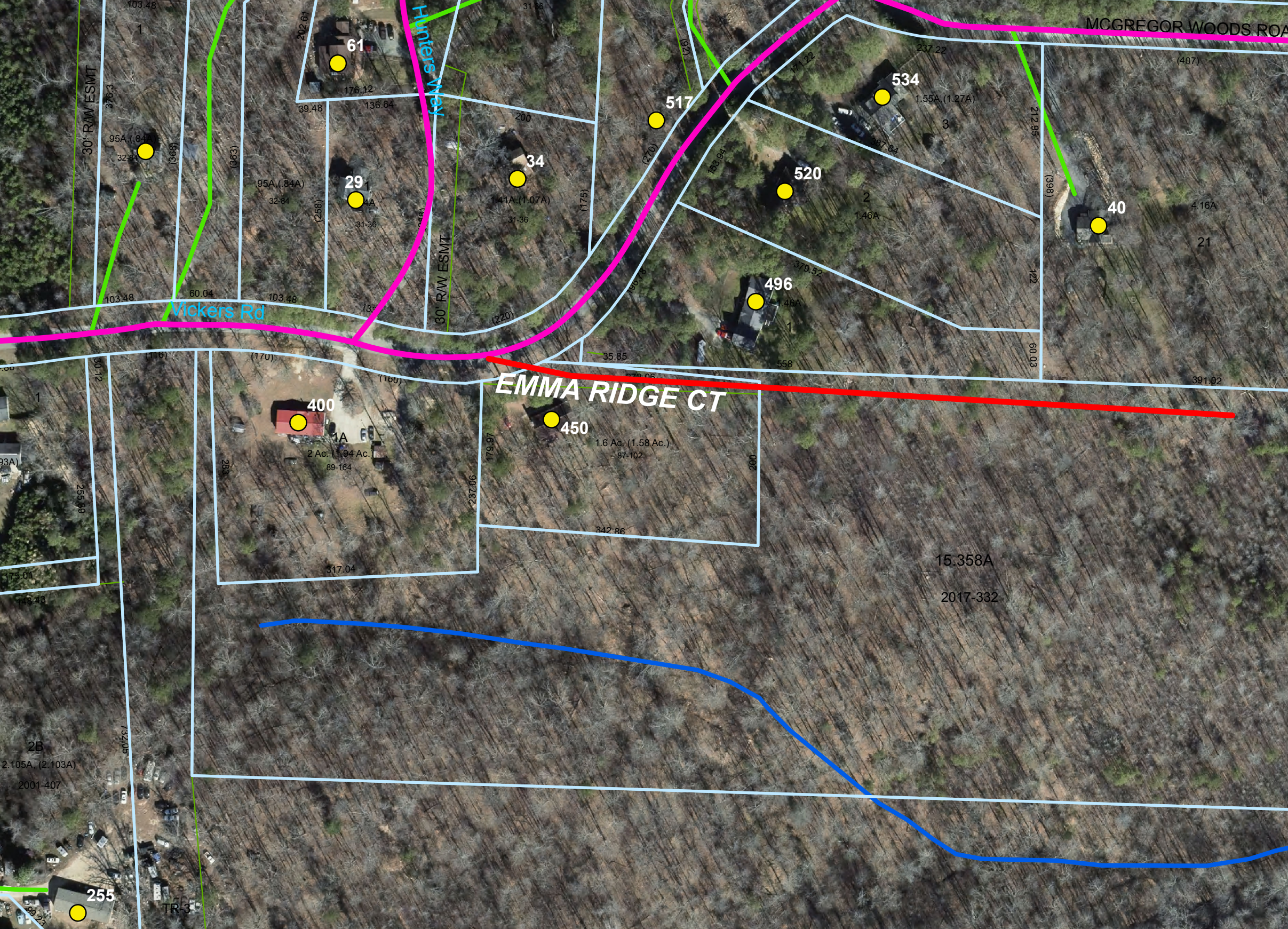
<b>1. APPLICANT INFORMATION</b> Name: Joseph "Ricky" Beal Address: PO Box 314 City, State & Zip Code: Goldston, NC 27252 Phone Number: 919-898-4346	<b>2. TYPE OF REQUEST (check one box only)</b> Private road or driveway <input checked="" type="checkbox"/> Renaming of road Other
<b>3. PROPERTY INFORMATION</b> State Road Number (if applicable): Township where Road Originates: Goldston Will the road be part of a development? Yes No <input checked="" type="checkbox"/> Mobile home park If a development, is it: A major development A minor development <input checked="" type="checkbox"/> Is it possible that this will be come a state road? Yes No Length of road: Type of road (check one answer only) Private Public	<b>4. ROAD NAME INFORMATION**</b> What is the existing road name (if applicable)?  What are the proposed or new road name(s)? • Town n Country Lane • •  If existing name is to be changed, what is the reason for this change?
<b>5. DIRECTIONS TO ROAD (only needed if it is a private road):</b> Take Pittsboro - Goldston Rd. to Goldston ~ 12 miles; turn left onto Main St.; turn (R) onto Coral - cross RR tracks; turn left onto Crescent Dr.	
<b>6. ATTACHMENTS REQUIRED</b> Names, addresses and phone numbers of ALL adjacent property owners (see page 2).** <ul style="list-style-type: none"> <li>• Signatures of at least 60% of adjacent property owners (see page 2).</li> <li>• Attached map with marked location of the road on the map.</li> </ul>	

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

<b>7. Signature of Applicant:</b> <u>Joseph Ricky Beal</u> <b>Date Submitted to County EOC:</b>	<b>Date of Signature:</b> 6/26/18
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<b>PROVIDE A COMPLETE LIST OF ALL ADJACENT PROPERTY OWNERS, INCLUDING NAME, ADDRESS &amp; PHONE NUMBERS.</b>	<b>SIGNATURES: We, the undersigned owners, are in favor of the proposed road name inserted here:</b> <b>(NOTE: Only sign below if you approve of the road name above.)</b>
Name: <i>Charlie K Fields</i> Address: <i>207 Coral Ave</i> Phone #: <i>919-418-6909</i>	Signature: 
Name: <i>Debbie K. Beal</i> Address: <i>P.O. Box 314, Goldston, NC</i> Phone #: <i>919-548-4908</i>	Signature: 
Name: Address: Phone #:	Signature:
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## CHATHAM COUNTY ROAD NAMING REQUEST FORM

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

### ALL INFORMATION BELOW MUST BE COMPLETED

<b>1. APPLICANT INFORMATION</b> Name: Antonio Leon McBroom Address: 1040 NC Hwy 902 City, State & Zip Code: Pittsboro, NC 27312 Phone Number:	<b>2. TYPE OF REQUEST (check one box only)</b> <input checked="" type="checkbox"/> Private road or driveway <input type="checkbox"/> Renaming of road <input type="checkbox"/> Other
<b>3. PROPERTY INFORMATION</b> State Road Number (if applicable): <b>1719</b> Township where Road Originates: :Williams Will the road be part of a development? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If a development, is it: A major development <input type="checkbox"/> A minor development <input checked="" type="checkbox"/> Is it possible that this will be come a state road? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Length of road: ~750 LF Type of road (check one answer only) Private <input checked="" type="checkbox"/> Public <input type="checkbox"/>	<b>4. ROAD NAME INFORMATION**</b> What is the existing road name (if applicable)? Vickers  What are the proposed or new road name(s)? • Emma Ridge Ct • Legacy Way • Primo Landing  If existing name is to be changed, what is the reason for this change? N/A
<b>5. DIRECTIONS TO ROAD (only needed if it is a private road): From 80 East Street: Head west on US-64 BUS W/East St; At the traffic circle, take the 1st exit onto US-501 N/U.S. Hwy 15/501 N; Travel 9.5 miles; Turn right onto Vickers Road; Travel 0.4 miles to destination on right.</b>	
<b>6. ATTACHMENTS REQUIRED</b> Names, addresses and phone numbers of ALL adjacent property owners (see page 2).** <ul style="list-style-type: none"> <li>• Signatures of at least 60% of adjacent property owners (see page 2).</li> <li>• Attached map with marked location of the road on the map.</li> </ul>	

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

<b>7. Signature of Applicant:</b>	<b>Date of Signature:</b> 05/31/2018
<b>Date Submitted to County EOC:</b>	



<b>PROVIDE A COMPLETE LIST OF ALL ADJACENT PROPERTY OWNERS, INCLUDING NAME, ADDRESS &amp; PHONE NUMBERS.</b>	<b>SIGNATURES:</b> We, the undersigned owners, are in favor of the proposed road name inserted here: Emma Ridge Way (NOTE: Only sign below if you approve of the road name above.)
Name: TERESA EDWARDS WASHINGTON Address: 400 VICKERS RD Chapel Hill, NC 27514 Phone #: 919-537-8685	Signature: <i>Teresa Edwards Washington</i> 919-5
Name: David Foxx Address: 450 Vickers Road, Chapel Hill, NC 27517 Phone #: 919 356 1139	Signature: <i>David Foxx</i>
Name: Brian Jarman & Theda C. Sawyer Address: 496 Vickers Road, Chapel Hill, NC 27517 Phone #:	Signature:
Name: Carolyn H. Wood Address: 160 McGregor Woods Road, Chapel Hill, NC 27517 Phone #: 919 619-4018	Signature: <i>Carolyn Wood</i>
Name: Peter R. Buch Address: 2430 Hamlet Chapel Road, Pittsboro, NC 27312 Phone #:	Signature: <i>Peter R. Buch</i>
Name: Naphtali Milliken & Summer R. Milliken Address: 165 Bennett Woods, Chapel Hill, NC 27517 Phone #:	Signature:
Name: Louise Erin Carter Address: 34 Hunters Way, Chapel Hill, NC 27517 Phone #: 919-619-1285	Signature: <i>Louise Erin Carter</i>
Name: <i>Jay + Donovan Hazard</i> Address: <i>40 McGregor Woods</i> Phone #: <i>(919) 933-3139 27517</i>	Signature: <i>Jay + Donovan Hazard</i>
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:
Name: Address: Phone #:	Signature:



# Chatham County, NC

## Text File

File Number: 18-2687

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**Agenda Date:** 7/16/2018

**Version:** 1

**Status:** Work Session

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

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to Revise Advisory Committee Policy Addendum to Reflect the Change in Status of the Transportation Advisory Committee

Action Requested: Vote on a request to update the Advisory Committee Policy Addendum

Introduction & Background: At its May 21, 2018 meeting, the Board of Commissioners approved a change in status for the Transportation Advisory Committee. The committee will meet only as needed instead of on a regularly scheduled basis. Based on the vote at the meeting, draft changes were made to the Advisory Committee Policy Addendum to reflect this change in status. The committee also updated its mission statement.

Discussion & Analysis: The changes suggested reflect the discussion and vote of the Board of Commissioners at its May 2018 meeting.

How does this relate to the Comprehensive Plan: It relates to Goal 7, recommendation 3

Budgetary Impact: N/A

Recommendation: Motion to approve the proposed revisions to the Advisory Committee Policy Addendum

## **ADDENDUM A**

### **CHATHAM COUNTY ADVISORY COMMITTEES**

#### **I. AFFORDABLE HOUSING ADVISORY COMMITTEE**

##### **Mission:**

Relaunched in fall 2017, the Chatham County Affordable Housing Advisory Committee will make recommendations to the Chatham County Board of Commissioners for procedures and policies around affordable housing. The Committee will be instrumental in implementing the Chatham County Affordable Housing Strategy Toolbox.

##### **Charge and Responsibilities:**

- Reviewing affordable housing policies and procedures and providing recommendations and comments to advise County leadership.
- Understanding the Chatham County Affordable Rental Housing Strategy Toolbox and helping to implement priorities.
- Providing feedback and assistance in developing additional strategies to support affordable homeownership opportunities and transitional housing in Chatham County.
- Helping to promote opportunities related to affordable housing like fair housing workshops, RFPs, and surveys.
- Submitting an “Advisory Committee Summary Annual Report” to the Chatham County Board of Commissioners.

##### **Committee Membership:**

The Committee will consist of 8-12 residents. The initial appointments were made with staggered terms, but full terms are three years. It is beneficial if members have expertise in some of the fields that relate to housing, including the following:

- Real estate, development
- Social services
- Public health
- Transportation
- Finance
- Economic development
- Design, architecture
- Urban and regional planning
- Property management
- Faith-based service provider

Not every representation/liaison category below must be filled; however, an intentional effort should be made to have a wide variety of knowledge and diverse representation. Every member must be a resident of Chatham County. The town boards of Goldston, Pittsboro, Siler City will have the ability to designate their members. Committee composition should preferably include:

- 1 Older adult resident
- 2 Hispanic/Latino resident
- 3 Property manager/landlord
- 4 Mobile home park resident
- 5 Pittsboro resident
- 6 Siler City resident
- 7 Goldston resident
- 8 District 1 resident
- 9 District 2 resident
- 10 District 3 resident
- 11 District 4 resident
- 12 District 5 resident

In accordance with the county's conflict of interest policy for advisory committees, members and organizations members are associated with cannot benefit from decisions or recommendations made by the Committee.

**Meetings:**

The meeting schedule is still in development after appointments are made, as of September 17, 2017. Designated staff will attend every meeting and assist with staffing and facilitating the meetings. From fall 2017 through summer 2018, planners from Triangle J Council of Governments will facilitate the meetings.

## **II. CLIMATE CHANGE ADVISORY COMMITTEE**

**Mission:**

The purpose of the Committee will be to make recommendations to the Board of Commissioners and others regarding likely climate change impacts in Chatham County and ways to adapt to and mitigate these impacts, including: (a) reducing emissions of greenhouse gases (primarily CO<sub>2</sub>) with related improvements in air quality, (b) promoting the use of renewable energy, (c) promoting carbon neutral/green building standards for new and existing buildings both public and private and (d) encouraging resilient conservation-oriented land uses and both residential and commercial land development standards that foster climate change mitigation and adaptation.

**Initial Activities:**

A key focus of the Committee will be to make recommendations to the County about ways to: (1) reduce emissions of greenhouse gases (primarily CO<sub>2</sub>), (2) adapt to climate changes and (3) promote educational activities that support both. Initial Committee projects and activities that have been identified include:

- Study carbon-neutral policies that have been considered and/or adopted by other local jurisdictions and businesses;
- Identify the sources of energy that are now used in Chatham County;
- Make recommendations to the County regarding use of the LEED building standards;
- Make recommendations to the County regarding the sources of renewable energy that could be used to support County and other buildings;

- Make recommendations to the County regarding energy efficiency of County-owned and other buildings and vehicles;
- Make recommendations to the County regarding possible amendments to the zoning and subdivision ordinances and building codes to improve the efficiency of residential buildings and the conservation qualities of housing developments;
- Make recommendations to the County regarding ordinance and regulatory amendments to encourage maintenance of timberland generally, greater use of trees in commercial and residential developments and discouragement of deforestation practices;
- Make recommendations to foster agricultural practices that avoid unnecessary contributions to climate change;
- Make recommendations to the County regarding education of the public on issues relating to climate change.

**Membership:**

The Climate Change Advisory Committee will have up to 13 members, with one member each representing the towns of Siler City and Pittsboro which will determine their representatives. The Committee should consist primarily of members who are dedicated to its mission and who have time and resources available to devote to the work and research that will be necessary to accomplish its objectives. It would be useful if Committee membership also included persons with knowledge relating to:

- Renewable energy systems
- Building efficiency
- Green building standards
- Conservation standards applicable in both residential and commercial settings
- Transportation efficiency standards and fuel options
- Forestry and agricultural practices and management
- Ecology and environmental science
- Literature relating to the science of climate change

**Committee Support:**

The Committee may seek either as "ex officio" members or otherwise help and advice of staff from county government and other local governments, who are knowledgeable about the matters it wishes to consider. It may also look to the local universities, community colleges and other experts for assistance.

**Meetings:** The committee is expected to meet monthly in the Pittsboro area.

### **III. ENVIRONMENTAL REVIEW ADVISORY COMMITTEE**

**Mission:**

- Evaluates existing minimum level "triggers" for proposed developments that would require the County Board of Commissioners to have environmental impact assessments performed..
- Provides a "peer review" of any environmental impact assessments produced for the Board of Commissioners. The review reports would be provided to the Planning Board, Division of Environmental Health and the Board of Commissioners.
- Advises the Board of Commissioners on environmental policy and related county ordinances, including the Watershed Protection Ordinance.

- Conducts investigations and gathers information, as needed, to facilitate protection of the environment.
- Reviews, at its discretion or as requested by the Board of Commissioners, any required state and federal environmental permits for projects in the county.
- Partners with towns in the county and other interested governmental agencies on mutual concerns related to the environment.
- Serves as the Watershed Review Board (Chatham County Watershed Protection Ordinance, Sections 505-508); State Statutes Chapter 153A, Article 6, Section 121 and Chapter 143, Article 21)
- Closely monitors the work of the N.C. Environmental Management Commission for local impacts.

**Meetings:** Typically meets the second Thursday of the month at 6:30 pm

**Membership:** Has eleven (11) voting members, with each county commissioner having two appointments each and one appointment by the full board. The Environmental Review Board is a technical board. Applicants should have expertise in at least one of the following areas:

- Botany
- Soil Science
- Toxicology/Air quality
- Governmental Agency (including university)
- Environmental Planning (including GIS experience; AICP preferred)
- Environmental Law/Land Use Attorney
- Water Resources/ Professional Engineer
- Biology
- Agriculture

#### IV. LIBRARY ADVISORY COMMITTEE

**Mission:** Serves as the advisory committee for the effective functioning of the library.

**Meetings:** Typically meets four times a year at noon with meetings rotated among the three library branches in Pittsboro, Siler City and Goldston.

**Membership:** Has six (6) members. Each Commissioner makes an appointment and the sixth appointment is made by the full Board of Commissioners.

#### V. RECREATION ADVISORY COMMITTEE

**Mission:** Advises the Board of Commissioners on recreation programs and county-owned recreation and park facilities.

**Membership:** Has ten (10) voting members. Each county commissioner has two (2) appointments to provide geographic representation.

**Meetings:** Typically meets 4 to 6 times a year on the third Wednesday of the month at 7 pm. Locations can vary.

## VI. SOLID WASTE ADVISORY COMMITTEE

### **Mission:**

- Serves as a liaison between Solid Waste Management Division staff and the County Board of Commissioners.
- Provides guidance to the Board of Commissioners on solid waste issues, including funding, waste reduction and recycling, short-term and long-term disposal, collection center policies, household hazardous waste, environmental education, and environmental enforcement.

**Meetings:** As of 7/20/15, the Board of Commissioners voted that this committee is only going to meet as needed when issues arise that require its input.

**Membership:** Has eight (8) voting members, with each county commissioner having one appointment each to ensure geographic representation. The other three (3) members are nominated by the towns of Goldston, Pittsboro and Siler City, but are approved by the full Board of Commissioners.

## VII. TRANSPORTATION ADVISORY COMMITTEE

~~**Mission:** The Transportation Advisory Committee was established to advise and inform the Board of County Commissioners and to serve as a venue for public discourse on all matters related to transportation.~~

~~The Committee seeks to achieve a sustainable, multi-modal transportation system that provides mobility and access for people and goods, including the impact on public health, economics, environment, inclusiveness, education and quality of life in order to achieve a sustainable, multi-modal transportation system that provides mobility and access for residents of Chatham County.~~

**Mission:** The Transportation Advisory Committee's (TAC) purpose is to assist the County Commissioners on:

- Providing input in the development of the County's Comprehensive Transportation Plan every five to ten years as NCDOT requests;
- Providing input in NCDOT's transportation project prioritization process within the county;
- Providing guidance on major transportation projects or related issues of concern as assigned by the Board of Commissioners, Planning Department, or TAC Chairs.

~~**Meetings:** Typically meets about four times a year on the fourth Tuesday of the month at 6:00 pm.~~

**Meeting as Needed Status:** As of 5/21/2018, this advisory committee will meet only as needed to accomplish the purposes listed above. Committee meetings will be advertised in advance and will be open to the public.

As long as the advisory committee remains in meeting-as-needed status, officers will be elected every two years and reports to the Board of Commissioners will only be made upon completion of any work or recommendations of the advisory committee. Membership also will be assessed every two years to identify and fill vacancies.

**Membership:** Has a total of eleven (11) voting members and up to eight (8) non-voting members.

Each commissioner appoints two (2) voting members from a list of recommended candidates to ensure geographic representation. The non-voting members (up to eight) may represent Chatham County government, Chatham Transit Network, incorporated towns in the county or other appropriate organizations. The voting members also should have knowledge or experience in one or more of the following:

- Non-motorized transportation, such as bicycling and walking
- Public transportation, such as transit systems
- Personal motor vehicles, such as cars and motorcycles
- Large, slow-moving or commercial vehicles, including agricultural and commercial product transport
- Public safety, including emergency responders and law enforcement
- Transportation & the economy
- Transportation & the environment
- Transportation & society (community)



## **ADDENDUM B**

### **Guidelines & Form for Advisory Committees to Make Annual Report to Board of Commissioners**

- I. Schedule your annual report with the Clerk to the Board during July to September of each year.
- II. Limit your presentation to no more than **15 minutes**, but be prepared for additional time for questions from the Board of Commissioners
- III. Provide the written Summary Report (next page) to the Clerk to the Board at least two weeks prior to the date of the meeting so that it can be attached to the agenda. Attach any other handouts as needed. Graphs and charts are always helpful.
- IV. You may choose to make your presentation as a PowerPoint or talk from your Summary Report. If you provide a PowerPoint, please provide that to the Clerk to the Board along with your Summary Report.
- V. The chair of the Advisory Committee should make the report unless he/she designates someone else to do so.

## ADVISORY COMMITTEE SUMMARY ANNUAL REPORT

**NOTE: Attach current list of members and identify officers.**

<b>Name of Committee:</b>		
<b>Date of Presentation:</b>		
<b>Time Period Covered:</b>		
<b># of Meetings Held During Period</b> (including any special meeting or community input)		
<b>MISSION &amp; GOALS – Summarize concisely the committee’s mission (charge), key goals, objectives and measures below. You also may attach as a separate document, but limit to no more than one page single-spaced.</b>		
<b>ACCOMPLISHMENTS &amp; ACTIVITIES – Summarize concisely below the committee’s major accomplishments and activities of the past year. This should include reports, research, projects, public input, etc. Be sure to identify how they relate to specific goals, objectives or measures. You also may attach as a separate document but limit to no more than one page single-spaced.</b>		

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

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

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

## **ADDENDUM C**

### **CHATHAM COUNTY ADVISORY COMMITTEE CONFLICT OF INTEREST POLICY**

The Chatham County Board of Commissioners believes that it is imperative that public office and volunteer service on behalf of county government should NOT be used for personal gain. This is critical to building and maintaining public trust in Chatham County government.

This policy establishes the requirements of the Chatham County Board of Commissioners for its advisory committees concerning the avoidance of conflicts of interest. An individual committee may adopt specific guidelines that clarify this policy's application to the specific activities of the committee and professions represented in its membership, but these guidelines may not be in conflict with this policy.

As a minimum, advisory committee members should adhere to the following standards:

*Any member who has an interest in any act or action coming before the advisory committee of which he/she is a member shall publicly disclose his or her interest and shall completely withdraw from any discussion or consideration of said act or action. For this policy, "interest" means direct or indirect financial or material benefit that might accrue to the member as a result of the act or action.*

*Furthermore, this policy applies when the discussion of consideration of acts or actions could provide a direct or indirect financial or material benefit to:*

- a) The member's immediate family (spouse, parents, children, grandchildren, aunt, uncle, nieces, nephews, etc.);*
- b) Any business entity or other organization in which the member is an officer or board member; and*
- c) Any business entity in which member has control or ownership of at least five percent of the stock or legal or beneficial ownership of the entity.*

*Whenever an advisory committee member has any doubt about as to the applicability of this policy in a specific situation, he or she should seek the advice of the Chatham County Attorney.*

*Any advisory committee member violating this policy shall be subject to removal from the advisory committee by the Chatham County Board of Commissioners.*



# Chatham County, NC

## Text File

File Number: 18-2716

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**Agenda Date:** 7/16/2018

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tax Office Assessor

**File Type:** Agenda Item

**Agenda Number:**

Vote on a request to approve Order of Collection for 2018 property taxes.

Action Requested: Vote on a request to approve Order of Collection.

Introduction & Background: According to G.S. 105-321, each year the Board of Commissioners shall adopt and enter into the minutes, an order directing the Tax Collector to collect the taxes charged in the tax records and receipts. The Order of Collection shall have the force and effect of a judgment and execution against the taxpayers real and personal property, and shall be drawn in form as provided.

Discussion & Analysis: Attached is an Order of Collection to be issued to the Tax Collector by the Board of Commissioners. The law requires that this action be taken to authorize the Tax Collector to collect the taxes. Failure to approve the Order of Collection could result in having to void any forced action taken by the Tax Collector to collect delinquent taxes. The Order of Collection shall be a full and sufficient authority to direct, require, and enable the Tax Collector to levy on and sell any real or personal property, in accordance with the law.

Budgetary Impact: None.

Recommendation: Approve Order of Collection.

State of North Carolina

County of Chatham

To the Tax Collector of Chatham County:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Assessor and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Chatham, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Diana Hales  
Chairman, Board of Commissioners of Chatham County

\_\_\_\_\_  
Lindsay Ray  
Clerk to the Board of Commissioners of Chatham County



# Chatham County, NC

## Text File

File Number: 18-2703

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**Agenda Date:** 7/16/2018

**Version:** 1

**Status:** Work Session

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Receive report from the Board of Commissioners' Elections Method Task Force

## Commissioner Election Task Force: Report to the Chatham County Board of Commissioners

The Commissioner Election Task Force is actively evaluating all options for election process and board composition. The process is being guided by two trained and qualified facilitators from two different counties. We have reflectively considered the task with which have been charged and have been collecting historical information to use in decision making.

We have had a presentation of options that can be considered, as well as a presentation by Bob Joyce from the UNC School of Government. Based off of North Carolina law and procedures, we have been examining and exploring all five options that are available to any county in the state to use as a voting method, in addition to the number of commissioners on the board.

We have gone through facilitated exercises as a group to gather input, assess questions and identify information the we need to gather for consideration.

We have discussed methods for seeking public input. We have agreed that we will have a structured format for public comment and currently have an online input form open. We are continuing to discuss the next steps for gathering public input.

We have had very positive dialogue. We have a task force that is working collaboratively and that is focused on the citizens of the county as a whole.

As a task force, we have agreed that we needed more than 2 meetings to make a formal recommendation to the board of commissioners. By not making a recommendation now, the earliest opportunity for this to appear as a referendum would be in 2020. We were advised by Bob Joyce of the UNC School of Government regarding the timing of referendums, legal requirements regarding redistricting, and following the proper procedures to appear on a referendum ballot. It is apparent, at this point, in order to make this as fair to the public as possible, it will not be able to be present on the 2018 ballot.

We encourage the public to provide comment and input via the online form and we will provide notification as soon as the task force as organized other opportunities for input.

We thank the Chatham County Board of Commissioners for the opportunity to work collaboratively on this process and to provide an eventual recommendation that reflect the needs of the citizens.

Respectfully submitted,

Peyton Holland  
Chair, Election Task Force

Sara Lambert  
Co-Vice Chair

Sarah D'Amato  
Co-Vice Chair





# Chatham County, NC

## Text File

File Number: 18-2704

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**Agenda Date:** 7/16/2018

**Version:** 1

**Status:** Board Priorities

**In Control:** Board of Commissioners

**File Type:** Agenda Item

Receive annual presentation by the Grand Trees of Chatham



# Grand Trees of Chatham

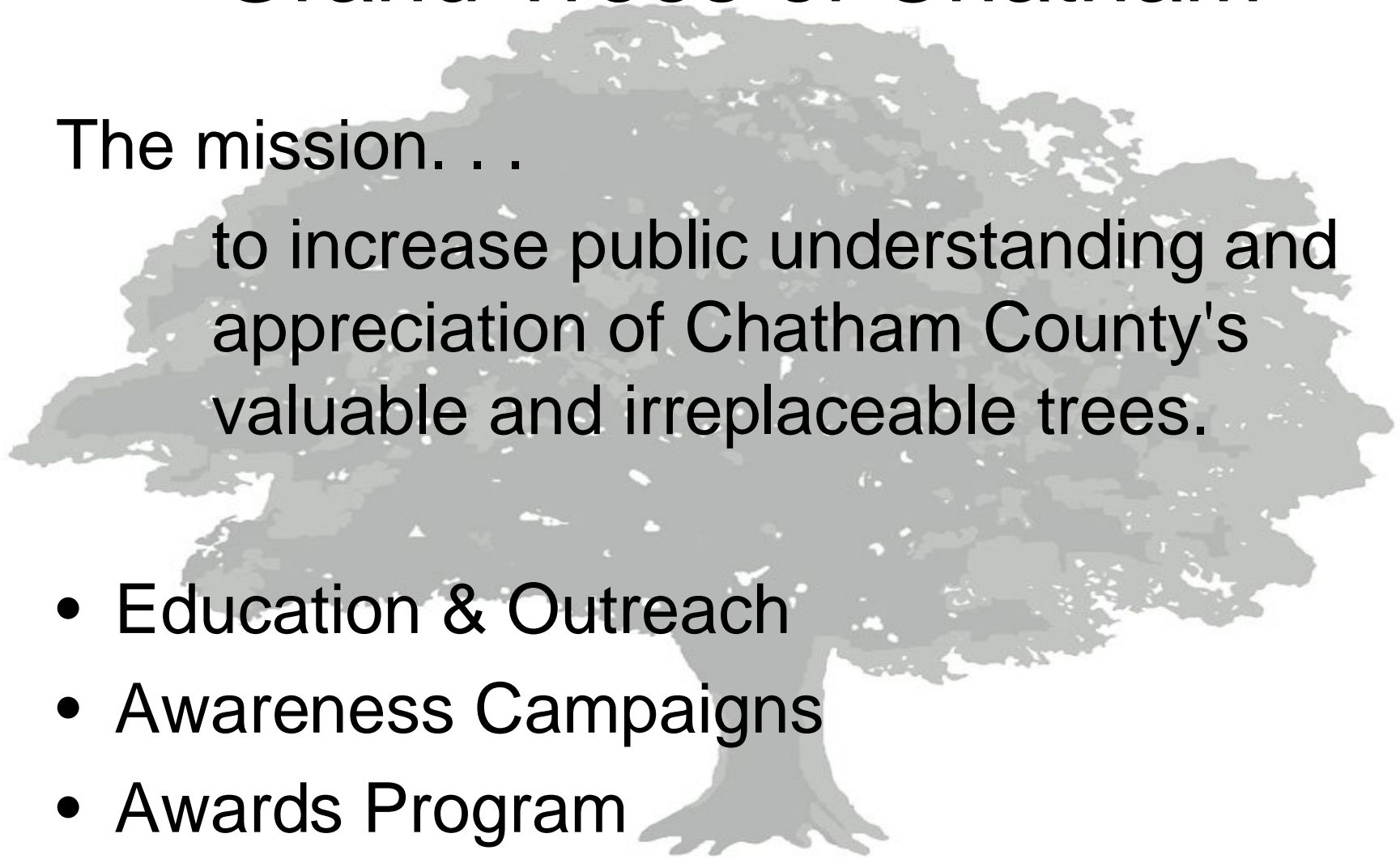
Grand Tree Awards 2018

# Grand Trees of Chatham

The mission. . .

to increase public understanding and appreciation of Chatham County's valuable and irreplaceable trees.

- Education & Outreach
- Awareness Campaigns
- Awards Program



# Awards Program

- Citizen nominated trees
  - Champion
  - Historic
  - Landmark
  - Meritorious
- Trees are judged by board members, arborists and Foresters.
- Trees meeting criteria are awarded Grand Tree Status





# Meritorious Trees

This category accommodates special trees in a variety of situations. Trees in this category may be potential future Champion, Historic, or Landmark Trees.

- Recently planted trees tied to a special place or event
- Plantings that illustrate exemplary selection of species, taxa, or cultivar suited to the site, proper planting techniques, or good maintenance practice
- Outstanding trees with exceptional shape, color or form
- Developer saved trees of excellent quality
- Special trees that have particular significance to our community.



# Historic Trees

- This category is for trees that are verifiably associated with some significant historical event or location.
- To be nominated, trees must be at least 50 years old.





# Landmark Trees

- Emphasis is on natural groupings or communities rather than individual trees. For example, a mature stand of maples or white pines may qualify for this category.





# St. Bartholomew's Episcopal Church Landmark Trees























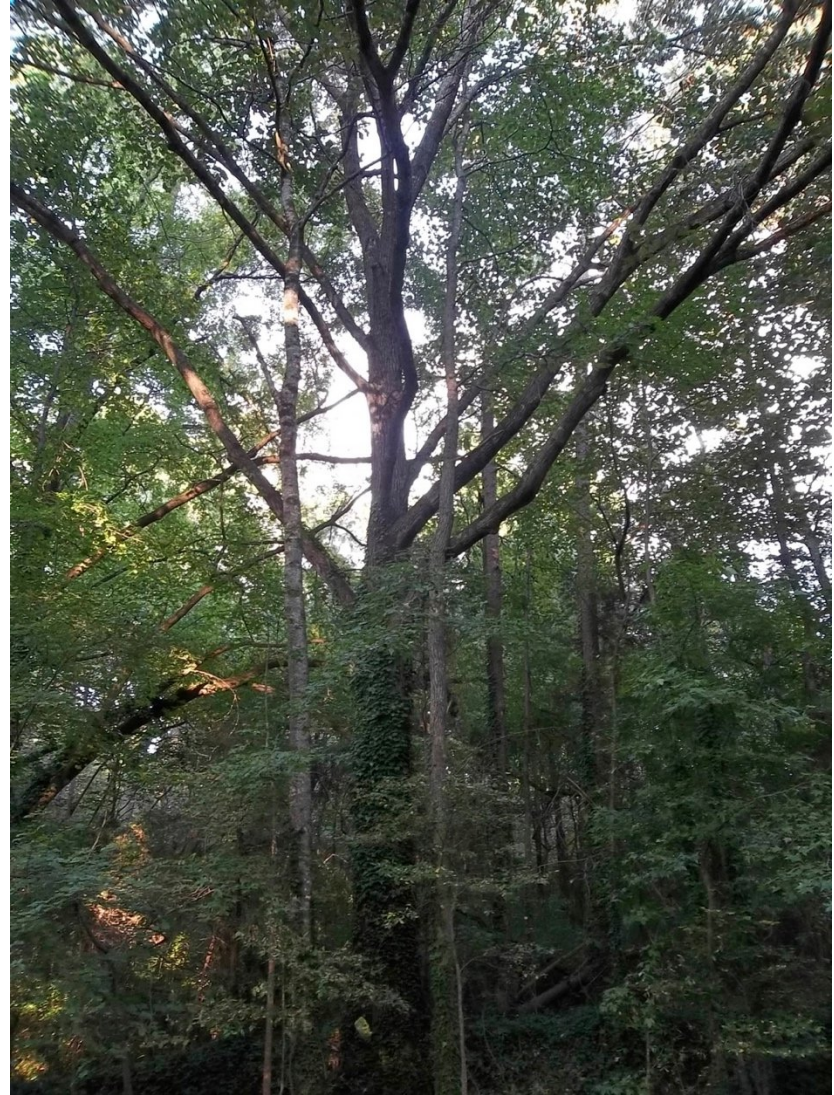






# County Champions

- County Champions are determined using the same methods as State Champions.
- County Champions must be more than 75% of a State Champion tree to be considered a County Champion.





# Post Oak (*Quercus stellata*)

243 points

Ms. Rachel J. Johnson





# Shortleaf Pine (*Pinus echinata*)

- The “Elder”
- 198 points: 86% of the State Champion
- Ms. Rachel J. Johnson



# Shortleaf Pine (*Pinus echinata*)

- The “Younger”
- 173 points: 77% of the State Champion
- Ms. Rachel J. Johnson





# Loblolly Pine (*Pinus taeda*)

290 points

Ms. Shirley Lindley

## The Grand Loblolly of Chatham County









# Thank You!

- Chatham County Board of Commissioners
- Chatham County Cooperative Extension (special thanks to Charlotte Glen, Brenda Talton, Tiffany Hancock, Matt Jones, Ginger Cunningham and Sam Groce)
- Chatham County Staff (special thanks to Debra Henzey and Lindsay Ray)
- GTOC Board Members and Volunteers
- Gary Simpson, photographer
- Tami McGraw, our Facebook Master
- Chatham County Libraries
- Triangle Land Conservancy
- Pittsboro Toys (Samantha Birchard)
- Starbucks Coffee (Chatham Downs)
- Chatham News and Record
- All the people who buy our yearly calendar
- NC Division of Forest Resources and NC Urban & Community Forestry Program
- And especially those people who nominate their trees!



# *Grand Trees of Chatham*

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**Tell us about your favorite tree!**

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

or

[grandtrees@gmail.com](mailto:grandtrees@gmail.com)





# Chatham County, NC

## Text File

File Number: 18-2700

**Agenda Date:** 7/16/2018

**Version:** 1

**Status:** Public Hearing

**In Control:** Planning

**File Type:** Agenda Item

A Legislative Public Hearing request by the Planning Department to adopt revisions to the Chatham County Flood Damage Prevention Ordinance.

### **Requested Action:**

A Legislative Public Hearing request by the Planning Department to adopt revisions to the Chatham County Flood Damage Prevention Ordinance.

### **Introduction & Background:**

Chatham County entered into the National Flood Insurance Program in February of 1997, which makes property owners eligible for flood insurance. Flood Insurance Rate Maps (FIRMs) are provided by North Carolina Department of Emergency Management (NCDEM), in coordination with the Federal Emergency Management Agency (FEMA), to establish the regulatory floodplain boundaries. The FIRM panels are periodically updated with the most recent revisions becoming effective in November 17, 2017.

### **Discussion & Analysis:**

On April 19th, 2018, FEMA provided the County Manager with a notice that final flood hazard determinations had been made by the agency (letter is included as an attachment). FEMA received no requests for changes in the flood hazard determinations made in the preliminary Flood Insurance Study (FIS) and proposed FIRM, which were published on October 16, 2014 and July 7, 2016. Four (4) FIRM panels that are partially located in both northeast Chatham County and southeast Durham County were revised. According to Milton Carpenter, the NFIP Planner from NCDPS, none of the revised flood hazard areas of the FIRM panels were located within Chatham County. Though there were no revisions to any flood hazard areas within Chatham County, Chatham County is still required to amend the FIS effective date in the Flood Damage Prevention Ordinance to October 19, 2018 to remain eligible for the National Flood Insurance Program. October 19, 2018 is the new effective date for the revised FIS.

This change to the Flood Damage Prevention Ordinance will not impact how Chatham County currently regulates flood hazard areas. The day-to-day floodplain administration of Chatham County should remain the same. A public hearing on this item was scheduled during the June 18 Commissioners meeting.

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

This item is related to Plan Chatham Goal #8, Become more resilient by mitigating, responding and adapting to emerging threats. In addition, the Resiliency plan element includes Recommendation 1, Prepare for and respond to acute natural events and man-made emergencies; Resiliency Policy 1, Prepare for impacts of drought, fire, flooding, and pests; Strategy 1.3, Discourage alterations of floodplains.

**Recommendation:** Hold the hearing and forward to the Planning Board for a recommendation.



# Chatham County, NC

## Text File

File Number: 18-2697

Agenda Date: 7/16/2018

Version: 1

Status: Board Priorities

In Control: Planning

File Type: Agenda Item

Vote on a request to approve by Chris Seamster, PLA on behalf of Seali Enterprises for subdivision **First Plat** review of **Ryan's Crossing Subdivision**, consisting of 61 lots on 114.85 acres, located off Mann's Chapel Road, SR-1532, parcel #88505, 1777, 88506, and 1780

### Action Requested:

Vote on a request to approve by Chris Seamster, PLA on behalf of Seali Enterprises for subdivision **First Plat** review of **Ryan's Crossing Subdivision**, consisting of 61 lots on 114.85 acres, located off Mann's Chapel Road, SR-1532, parcel #88505, 1777, 88506, and 1780

### Introduction & Background:

**Zoning:** R-1

**Water System:** Public, Chatham County

**Sewer System:** Private on-site and off-site septic and repair areas.

**Watershed District:** WS-IV Protected Area and Jordan Lake watershed/riparian buffers

**Subject to 100 year flood:** Special flood hazard area is identified on the property and contained within the conservation area.

**General Information:** The subdivision process is a four (4) step process: Concept Plan, First Plat, Construction Plan, and Final Plat. The applicant has completed the community meeting and the Concept Plan review. This is a conservation subdivision and lot sizes and setbacks vary, but the method to calculate net density is outlined in the Subdivision Regulations. A public hearing on the request is required per the Subdivision Regulation, Section 5.2 C (4)(a) "During a First Plat review, the first Planning Board meeting shall include a Public Hearing to receive comment on the proposed subdivision." Item (b) states "Following the Public Hearing, the Planning Board shall review the proposal, staff recommendation and public comments and indicate their recommendation for approval, disapproval or approval subject to modifications. If the Board recommends disapproval or approval subject to modifications, the necessary reasons or modifications will be specified in the minutes of the meeting."

### Discussion & Analysis:

The request is for First Plat review and recommendation of a conservation subdivision, Ryan's Crossing, consisting of 61 lots on 114.25 acres, located off Manns Chapel Road,

S. R. 1532. A vicinity map showing the property location is included in the First Plat booklet and a revised site plan (attachment #2) has been included. The revised plat changes include revising the cul-de-sac detail to reflect a 45' radius, change the voluntary undisturbed buffer adjoining lots 44-49 to 20', and add a 20' public utility

easement on lot 46. The applicant has provided a cover letter, attachment # 3, with details of the project.

Section 7.7 of the Subdivision Regulations, Conservation Subdivision - Alternative Standards for Development states in part "As an alternative to conventional layouts, Chatham County encourages the preservation of large, contiguous blocks of land.....When a project voluntarily preserves Conservation Space in accordance with this Section, a project can increase the number of units that would be allowed on the overall property by ten (10) percent. Calculations of the density bonus shall be based on the applicable underlying land use regulations(s) dictating allowable development density." Section 7.7 J. states in part "conservation subdivisions proposed for the purposes of sustaining existing on-site bona fide agricultural operations are entitled to a five (5) percent increase in permitted density (this in addition to the ten (10) percent density bonus)...." Please read the entire Section 7.7, Items A - N for a complete understanding of Conservation Subdivisions. Also, please refer to the *Chatham County Conservation Subdivision Guidelines for Conservation Space Selection* which is available on the Planning Department webpage under Ordinances and Regulations. A conservation subdivision requires that a minimum of 40% of the project area be retained as Conservation Space. A minimum of 80% of such Conservation Space shall be Natural Space and a maximum of 20% of the Conservation Space may be Open Space.

**Density Calculations:** The site plan notes the density including the 10% density bonus allowance. The land required to be protected within a Conservation Subdivision under other regulatory provisions, i.e. riparian buffers and floodplain, is 34.2 acres. This amount (34.2 acres) was deducted from the total acreage of 114.85 acres to arrive at the net land available consisting of 80.65 acres. Based on the net land area the lot yield would be 87.8 lots and with the 10% density bonus would increase to 96.6 lots. However, the developer is proposing 61 lots, which is less than the number of lots allowed under the conservation subdivision option.

**Conservation Space:** Of the total project area of 114.85 acres, 45.9 acres is required to be in Conservation Space and the site plan indicates that 46.55 acres will be set aside. The 46.55 acres is composed of approximately 34 acres of streams and wetlands and 13 acres of other natural areas. See the site plan for the breakdown and location of the Conservation Space. The cover letter also includes an explanation of how the conservation space was selected. The area set aside for Conservation Space meets the requirement that 40% of the project area be retained as Conservation Space.

**Natural Space:** 80% of the Conservation Space is required to be Natural Space. The Conservation Space Guidelines states "Natural space is unimproved land in its naturally occurring state, or preserved to regenerate to its naturally occurring state, unaltered by human activity, and preserved to maintain or improve the natural, scenic, ecological, cultural, hydrological, or geological values of an area." The site plan and cover letter

indicate that this requirement will be met.

**Open Space:** A maximum of 20% of the Conservation Space may be Open Space. Of the 46.55 acres designated as Conservation Space, the cover letter indicates that less than 20% will be Open Space which meets the requirement that no more than 20% of the Conservation Space can be Open Space. The 'Guidelines' state "Open space, as defined in the Subdivision Ordinance, allows amenities such as recreational uses and some non-intrusive common uses (e.g. when land application is not the preferred means of wastewater disposal, community septic systems are allowed in Open Space areas). Open space should be located as close to proposed development as practicable, taking into account considerations such as public safety and soil suitability." See Section 7.7 (D), Items 1 - 7 for allowed uses in Open Space related to Conservation Subdivisions. The cover letter and site plan note three (3) potential amenity sites that could include an "open air yoga pavilion, benches, trails, gazebos, etc" with the final determination made as part of the construction plan approval process. All land disturbing activities associated with the Conservation Subdivision are subject to the full provisions of the Soil Erosion and Sedimentation Control Ordinance, regardless of the designated use or status of a given area.

**Roadways:** The roads are to be built as a 60 foot wide public right-of-way, with a 20 foot wide travelway, will be approximately 1.05 miles in length, and are to be state maintained. The developer voluntarily provided a Traffic Impact Analysis prepared by Kimley-Horn and Associates dated January 31, 2018. The analysis evaluated the new intersection for the subdivision and Tobacco Road and the recommendation concluded that "no roadway improvements are recommended to be performed to accommodate projected site traffic." An email from Matt Kitchens, PE, Division 8 District Engineer, dated March 22, 2018 was also provided and noted "We have reviewed the traffic memo and concur with your findings."

Delia Lane has been extended to the adjoining property to the south and is intended to be a stub road if that property is developed in the future. The Chatham County Fire Marshal reviewed the stub road and determined that a cul-de-sac was not needed due to the short length of road. Staff and the developer discussed other options for stub roads and determined that there were no other viable locations due to existing development, flood hazard areas and water features, or no corresponding stub outs from adjoining development (i.e. Briar Chapel).

The revised site plan includes an updated cul-de-sac radius of 45' as required by the County Fire Marshal.

**Historical:** The applicant met on-site with Bev Wiggins, Chatham County Historical Association, on November 27, 2017. Ms. Wiggins toured the property and was shown a one room log cabin. A portion of Ms. Wiggins' comments and photos of the cabin are included in the EIA and additional comments are posted on the county website. The applicant/developer hasn't decided what will happen to the cabin at this time. Per Ms. Wiggins' report, the property was owned by the Tripp family since the early 1800s and noted that "Structures of this age are not common in the county." The applicant has not identified any cemeteries/graves on the subject property.

**Schools:** Notification of the proposed development was provided to the Chatham

County School System. See notification in the application booklet

**Environmental Impact Assessment:** Due to the number of lots, an Environmental Impact Assessment (EIA) was required to be submitted and peer reviewed. The EIA, dated February 5, 2018 and updated April 13, 2018, was prepared by Soil & Environmental Consultants, P. A. and peer reviewed by Carolina Ecosystems, Inc. Per the EIA, Section 5.12.2 noted that Cape Fear Shiner has been documented in a five mile radius of the site and that drainage from the site flows to Wilkinson Creek and then the Haw River. The site does not contain habitat for the shiner, however the conservation space contains and extends beyond the required riparian buffers on the site.

In the *Conservation Subdivision Guidelines for Conservation Space Selection* two maps are required to be submitted, a Fragmentation Map and an On-site Inventory Map (see attachment #5). The Fragmentation map illustrates the project site and all land within one mile of its boundaries and is designed to assist the applicant in deciding where Conservation Space should generally be located to create connections with existing Natural Space, or allow future Natural Space connections on adjacent properties. The On-site Inventory Map is used as the “primary decision-making tool for the applicant in selecting specific areas to include in Conservation Space, and the County in issuing approvals. Data required to generate this map should be available on the Chatham County GIS and from on-site investigations. This can include information on existing landcover, proposed natural space preservation locations and acreages, topography, locations of streams, wetland, floodplains, and required buffers, adjacent natural areas, and cultural and historic resources. The county environmental data viewer is still under development and the developer has provided information using the best available information. Please review the ‘guidelines’, Item 2.1 and 2.2 for more details about the mapping requirements. The fragmentation map and on-site inventory map series are included as attachment #5. The County Environmental Quality Department staff has reviewed the maps and determined they are adequate to meet the submittal requirements. The applicant also provided a narrative in the cover letter explaining how they used the *Big Woods Conservation Design Guide* as a tool in evaluating the site. The guide is an appendix in the recently adopted comprehensive plan, Plan Chatham.

**Ownership / Management of Conservation Space:** Section 7.7 (F) of the Subdivision Regulations requires that the applicant identify the current and intended future owners(s) of the Conservation Space and who will be responsible for maintaining the area / facilities. Per the Draft Conservation Management Plan the Natural Space and the Open Space will be maintained by the Ryan’s Crossing Homeowners Association. Section 7.7 (G) requires that a management plan for the Conservation Space be submitted to and approved by the County. A copy of the draft plan has been provided by the applicant. Per Section (G) “Upon initial approval of the management plan by the County, changes to the plan shall be allowed only when approved by the County Board of Commissioners.” Section (H) requires that the Conservation Space shall be protected in perpetuity by a binding legal document that is recorded with the deed upon review and approval by the County. The applicant has provided a draft copy of the deed which will convey the Conservation Space to the third party (homeowners association) and has included a draft copy of the Declarations of Covenants and Restrictions. Prior to final plat recordation, the



county attorney shall review and approve the form of the Management Plan, the Declaration of Covenants and Restrictions, and the deed for the Conservation Space.

**Community Meeting:** A community meeting was held on December 15, 2017 at Mount Pleasant United Methodist Church and several people attended the meeting.

Items/issues discussed included impact of septic systems on wells on adjoining properties, whether buffers would be provided adjacent to adjoining lots in Persimmon Hill, street lighting, traffic, and soils suitability to support the proposed lots. The developer provided responses in the community meeting report and noted the soils engineer noted that the septic systems “should pose no threat to the existing wells”, a 20’ undisturbed buffer would be provided, street lighting was under consideration and would comply with county requirements, a traffic analysis was being completed, and adequate soils are available for the septic systems.

**Technical Review Committee:** The TRC met on May 16, 2018 to review the First Plat submittal and the applicant/developer was present. Discussion items included adding a public utility easement between two of the proposed lots to Persimmon Hill, street lights and permitting requirements, road stub to adjoining property, mail kiosk location, verification of water features, and other issues noted in the TRC comments provided in the application booklet.

**Septic:** A soils report and map were submitted to Thomas Boyce, Chatham County Environmental Health, LSS, REHS, Chatham County Environmental Health, for review. Mr. Boyce indicated that the report and map were adequate for a First Plat review. The information provided indicated that adequate soils are available for the proposed number of lots and a more detailed analysis will be conducted prior to submittal of the final plat.

**Water:** County water is available and the developer is proposing to extend a water line to serve the development. Larry Bridges, Chatham County Utilities Director, has reviewed the proposal and stated that the line sizes proposed are adequate and the pipe should be ductile iron.

**Road Names:** The road names Lila Drive, Evander Way, Delia Lane, Amelia Lane, and Minter Drive have been reviewed and reserved by Chatham County Emergency Operations Office as acceptable for submittal to the Board of Commissioners for approval. Normally the main road in a subdivision would match the name of the development, however Emergency Operations staff noted that the subdivision name would be a duplication. EO staff provided confirmation that the subdivision and road names could be approved.

**Water Features:** A riparian buffer report, dated November 17, 2017 was prepared by Stephen Ball, RF, PWS, and Dan McCauley, Environmental Scientist with Soil and Environmental Consultants, PA, and submitted to Drew Blake, Chatham County Environmental Quality Inspector for review. Mr. Blake and Mr. Gainey completed an on-site riparian buffer review on January 2, 2018 to verify the consultant’s findings and a confirmation letter was provided. A Notification of Jurisdictional Determination dated April 18, 2018 is also included in the application booklet.

**Lot size/ Use:** The conservation subdivision option allows for greater flexibility in lot size and dimensional requirements (see Section 7.7K of the Subdivision Regulations for more detail). The typical residential lot size will be 0.81 acres with lot sizes ranging from 1.69 to 0.46 acres. There are three areas designated as “Potential Amenity Locations” and one

area designated for a mail kiosk. The use of the recreation lot has not yet been determined, but examples of types of amenities is included in the cover letter. The cover letter also notes that "Residential lot setbacks will be the minimum allowed by the Ordinance and Regulations." The minimum setbacks are 5' from the front property line and the minimum required by NC State Building Code for the sides. This will provide the developer greater flexibility in laying out the lots once the more detailed soils analysis is complete.

**Phasing:** The applicant has provided a phasing schedule in the cover letter stating that Construction Plan submittal for Phase 1 within 2 years of First Plat approval and Final Plat submittal for Phase 3 (final phase) by December 31, 2025.

**Stormwater and Erosion Control:** Three stormwater ponds are proposed and will be placed in common areas. A stormwater Permit and an Erosion Control Permit will be obtained from Chatham County Environmental Quality prior to Construction Plan submittal. No work can commence on the property prior to obtaining Construction Plan approval. Chatham County Environmental Quality will issue the stormwater and erosion control permits for the entire project including the property within Orange County.

**Site Visit:** Planning Department staff and various Board members attended site visits on, May 22 and 25, 2018. Chris Seamster with McKim & Creed, Alex Barroso, and Cory Connell with S&EC were present to walk the property with staff and Board members and discuss the project. Areas of the property viewed included several stream crossings, center line of the proposed road alignment, and existing power and gas line easements. Pictures of the site visit can be viewed on the Planning Department webpage at [www.chathamnc.org/planning](http://www.chathamnc.org/planning) <<http://www.chathamnc.org/planning>>, Rezoning and Subdivision Cases, 2018.

**Planning Board Review:**

The Planning Board reviewed this item during their June 5 meeting and discussion included the following: were there any comments from Briar Chapel community, in addition to those expressed from neighbors during the community meeting; how the amenities would be accessed; were there any issues with the gas line easement; did the EIA incorporate the peer review comments; and concern about the conservation space restrictive covenants including a provision that they could be terminated. The applicant's representatives responded that they had received no comments from the Briar Chapel community and that Briar Chapel included a 100' perimeter buffer; the amenities would be accessed by the public roads and common areas; there was language in the gas line easement restricting impacts; the updated EIA did incorporate and/or respond to the peer review comments; and that the restrictive covenant could be revised at the discretion of the county.

During the public hearing concern was expressed about the termination language in the conservation space restrictive covenants; that there were boulders near Persimmon Hill subdivision that would likely be found within the proposed subdivision and could create problems for development; the water table was perched in that area and could cause problems for septic systems; and whether the street lights would have full cut-off fixtures. The applicant responded that they were agreeable to modifying the conservation space restrictive covenants; acknowledged the possible issues with boulders/rock on-site; that perched water tables could create problems and they would comply with the county Environmental Health permitting requirements for septic systems; and that they would

comply with county lighting requirements. Planning staff noted that outdoor lighting requirements allowed for full cut-off or solid cap light fixtures for compliance, but there were differences in the height of the pole. The developer acknowledged the concern about street lights and also noted that would make sure the street lights were outside of the riparian buffers.

Planning Board members also questioned whether the conservation space restrictive covenants allowed for removal of invasive species and if the power and gas easements were included in the conservation space. Staff commented that it was reasonable to assume that removal of invasive species would be allowed, but that question had not been brought up previously. The applicant's representatives responded that the easements were not included in the conservation space calculation.

The Planning Board by unanimous vote (8-0) voted to recommend approval of the subdivision with the addition of a condition to modify paragraph #6 of the conservation space restrictive covenants to modify the provision that it could be terminated.

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

Plan Chatham was adopted by the Board of Commissioners in November 2017 and is a comprehensive plan that provides strategic direction to address the most pressing needs in the county. This property is located in an area of the county identified as Compact Residential on the Future Land Use and Conservation Plan Map. The description for Compact Residential includes development that is a "mix of detached and attached residential units complemented by a variety of open spaces" with a range of public/open space ranging "from large natural resource areas to small pocket parks and gardens." Strategy 5.2 under the Land Use Element includes that conservation subdivisions should have open spaces designed so they can extend across property boundaries to create corridors and core areas.

**Recommendation:** The Planning Department and Planning Board, by unanimous vote, (8-0) recommend granting approval of the road names Lila Drive, Evander Way, Delia Lane, Amelia Lane, and Minter Drive and granting approval of subdivision First Plat for **Ryan's Crossing Subdivision** with the following conditions:

1. The following development schedule shall apply: Construction Plan submittal for Phase 1 within 2 years of First Plat approval and Final Plat submittal for Phase 3 (final phase) by December 31, 2025.
2. The developer shall work with the Environmental Quality staff prior to Construction Plan submittal for compliance with the riparian buffer requirements of the Watershed Protection Ordinance and obtain any buffer authorizations necessary to develop the Trail / Greenway Plan. A trail/greenway map is to be submitted along with the Construction Plan.
3. Prior to final plat recordation, the county attorney shall review and approve the form of the Management Plan, the Declaration of Covenants and Restrictions, and the deed for the Conservation Space.

4. Revise the conservation space restrictive covenants to delete the provision that they can be terminated.